



US Army Corps
of Engineers
Savannah District

North Carolina

Solicitation Number
W912HN-05-R-0036
IDC Railroad Maintenance
FY-05
August 2005

U.S. ARMY ENGINEER DISTRICT, SAVANNAH
CORPS OF ENGINEERS
100 WEST OGLETHORPE AVENUE
SAVANNAH, GEORGIA 31401-3640

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	Attachment 1 to Section 00800
	Technical Specifications - Division 1 and Division 5

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W912HN-05-R-0036-0004	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 01-Aug-2005	PAGE OF PAGES 1 OF 203
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
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7. ISSUED BY U.S. ARMY ENGINEER DISTRICT SAVANNAH ATTN: CESAS-CT-P 100 W. OGLETHORPE AVE SAVANNAH GA 31401-3640 TEL: FAX: (912)652-6059	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE <div style="text-align: center; font-weight: bold; padding: 20px;">See Item 7</div> TEL: FAX:
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9. FOR INFORMATION CALL:	A. NAME MARIAN C ALVIAR	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 912/652-5539
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SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

Contract Specialist: Marian Alviar (912) 652-5539
email: marian.c.alviar@sas02.usace.army.mil
Please forward all correspondence and inquiries to Marian Alviar (CT-P).

Indefinite Delivery Contract (IDC)
for Railroad Maintenance
North Carolina

The estimated value of this contract is \$14,500,000.00.

****Performance period will be determined with each task order.**

This procurement is 100% set-aside for 8(a) certified construction firms nationwide.

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within _____ calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See 52.211-10 _____.)</i>	
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12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 5 copies to perform the work required are due at the place specified in Item 8 by 11:00 AM *(hour)* local time 02 Dec 2005 *(date)*. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☒ is, ☐ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i>										
OFFER (Must be fully completed by offeror)										
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>					15. TELEPHONE NO. <i>(Include area code)</i>					
					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14					
CODE		FACILITY CODE								
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>										
AMOUNTS		SEE SCHEDULE OF PRICES								
18. The offeror agrees to furnish any required performance and payment bonds.										
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>										
AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE				20C. OFFER DATE	
AWARD (To be completed by Government)										
21. ITEMS ACCEPTED:										
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA								
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				ITEM		25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)				
26. ADMINISTERED BY		CODE				27. PAYMENT WILL BE MADE BY: CODE				
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE										
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.					
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>					
30B. SIGNATURE		30C. DATE			TEL: EMAIL:					
					31B. UNITED STATES OF AMERICA BY			31C. AWARD DATE		

Section 00010 - Solicitation Contract Form

INSTRUCTIONS**NOTICE TO OFFERORS**

1. TECHNICAL MATTERS: Technical inquiries are to be submitted via Bidder Inquiry in ProjNet at www.projnet.org/projnet

To submit and review bid inquiry items, bidders will need to be a current registered user or self-register into system. To self-register go to web page, click BID tab select Bidder Inquiry, select agency USACE, enter Key for this solicitation listed below, and your e-mail address, click login. Fill in all required information and click creates user. Verify that information on next screen is correct and click continues.

From this page you may view all bidder inquiries or add inquiry. Bidders will receive an acknowledgement of their question via email, followed by an answer to their question after it has been processed by our technical team.

Solicitation: W912HN-05-R-0036 Bidder Inquiry Key **12EIIIH-3ADBFG**

2. HAND-CARRIED OR MAILED PROPOSALS:

All proposals must be clearly identified with the contractor's name and address. To ensure timely and proper handling, the lower left corner of the outermost wrapper should indicate the Request For Proposal Number, Due Date of Proposal, Time by which Proposals are Due, and Title of Project.

The Government will not be responsible for proposals delivered to any location or to anyone other than those designated to receive proposals on its behalf as indicated below.

Proposals delivered by commercial carrier and those sent by U.S. Mail, including U.S. Express Mail, must be addressed as indicated below. Proposals shall not be addressed to any specific person.

U.S. Army Engineer District, Savannah
ATTN: CESAS (CT-P)
100 West Oglethorpe Avenue
Savannah, Georgia 31401-3640

Mailroom personnel on the first floor of 100 West Oglethorpe Avenue must receive proposals sent by U.S. Mail or delivered by commercial carrier by the time specified in Block 13 of the SF1442 for receipt of proposals.

Offerors are cautioned that proposals sent via United States Postal Service Express Mail are first delivered to the Savannah District Post Office Box instead of 100 West Oglethorpe Avenue, "the office designated for receipt of proposals" therefore, allow sufficient mailing time.

Hand-carried proposals also must be delivered to mailroom personnel on the first floor of 100 West Oglethorpe Avenue by the time specified in Block 13 of SF1442 for receipt of proposals.

Offerors are cautioned that there is no parking in or around the building, therefore, when hand delivering proposals sufficient time should be allowed for transporting of proposal packages from your vehicle to mailroom personnel. Allow sufficient time to process thru Security and get to the Mailroom before the time designated in the solicitation and bring a picture ID.

3. 8(a) Competitive: Competition will be 100% set-aside for 8(a) certified construction firms. Offers from other than 8(a) small business concerns will not be considered.

4. Facsimile proposals ARE NOT authorized.

5. ALL CONTRACTORS (including Small Businesses) must submit a Subcontracting Plan.

6. QUALITY CONTROL SYSTEM (QCS): Any contract award resulting from this solicitation will require the mandatory use of the automated Quality Control System. Please see Section 01312A for additional information.

ITEM NO	SUPPLIES/SERVICES
0001	Out-of-Face Rail Replacement

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0001AA	115 lbs/yd, New	Linear Foot	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0001AB		Linear Foot	

115 lbs/yd, Relay

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0001AC		Linear Foot	

110 lbs/yd, Relay

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0001AD		Linear Foot	

100 lbs/yd, Relay

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0002	Spot Rail Replacement		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0002AA	115 lbs/yd, New	Linear Foot	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0002AB	115 lbs/yd, Relay	Linear Foot	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0002AC	110 lbs/yd, Relay	Linear Foot	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0002AD	100 lbs/yd, Relay	Linear Foot	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0003	Furnish Joint Bars	Pair	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0004	Furnish Compromise Joint	Pair	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0005	Furnish and Install New Turnouts	Each	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES
0006	Switch Repair

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0006AA		Each	
	Replace Switch Stand		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0006AB		Each	
	Replace Switch Points		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0006AC		Each	
	Install or Replace Heel Fillers		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0006AD		Each	

Install or Replace Heel Filler Bolt Assembly

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0006AE		Each	

Install or Replace Switch Plates

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0006AF		Each	

Install or Replace Switch Braces

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0006AG		Each	

Remove and Respike Braces and Plates

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0006AH		Each	

Adjust Adjustable Braces

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0006AJ		Each	

Install or Replace Switch Rods and Clips

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0006AK		Each	
	Replace Connecting Rod		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0006AL		Each	
	Grind and Dress Switch Point and Adjacent Stockrail		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0006AM		Each	
	Clean, Adjust, and Lubricate Switch		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0006AN		Each	

Rebuild Switch Point Protector

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0006AP		Each	

Rebuild Switch Point

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0006AQ		Each	

Paint Switch Stand

FOB: Destination

ITEM NO SUPPLIES/SERVICES

0007

Frog Repair:

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0007AA	Replace Frog	Each	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0007AB	Install or Replace Frog Plates or Hook Plates	Each	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0007AC	Rebuild Frog	Each	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0007AD	Grind and Dress Frog, Install or Replace Frog Bolt Assembly	Each	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES
0008	Guard Rail Repair

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0008AA		Each	
	Replace Guard Rail		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0008AB		Each	
	Install or Replace Guard Rail Plates		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0008AC		Each	
	Install or Replace Guard Rail Bolt Assembly		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0008AD		Each	

Install or Replace Guard Rail Fillers

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0008AE		Each	

Install or Replace Clamp Assembly including Fillers and Wedges

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0008AF		Each	

Tighten all Bolts in Turnouts

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0009	Furnish and Install Track Crossing	Each	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES
0010	Crossties and Switch Ties

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0010AA	6 by 8 in Grade Crosstie	Each	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0010AB	7 by 9 in Grade Crosstie	Each	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0010AC	9 ft 0 in Switch Tie	Each	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0010AD	10 ft 0 in Switch Tie	Each	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0010AE	11 ft 0 in Switch Tie	Each	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
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0010AF

Each

12 ft 0 in Switch Tie

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
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0010AG

Each

13 ft 0 in Switch Tie

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
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0010AH

Each

14 ft 0 in Switch Tie

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0010AJ		Each	

15 ft 0 in Switch Tie

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0010AK		Each	

16 ft 0 in Switch Tie

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0010AL		Each	

17 ft 0 in Switch Tie

FOB: Destination

ITEM NO	SUPPLIES/SERVICES
0011	

Ballast, Out-of-Face Surface and Aligning

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0011AA		Net Ton	

Furnish and Place Ballast

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0011AB		Track Foot	

Out-of-Face Surface and Aligning - skin Lift

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0011AC		Track Foot	

Out-of-Face Surface and Aligning - 2 in Raise

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0011AD		Track Foot	

Out-of-Face Surface and Aligning - 3 in Raise

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0011AE		Track Foot	

Out-of-Face Surface and Aligning - 4 in Raise

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0011AF		Track Foot	

Out-of-Face Surface and Aligning - 6 in Raise

FOB: Destination

ITEM NO	SUPPLIES/SERVICES
0012	

Bridge Work

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0012AA		Linear Foot	

Timber Pile Repair

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0012AB		Linear Foot	

Timber Pile Replacement

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0012AC		Square Foot	

Shotcrete Repair

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0012AD		Each	

Bridge Tie Replacement (Open-deck)

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0012AE		Each	

Rivet Replacement

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0012AF		Cubic Yard	

Gabion and Gabion Mattress

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0013		Keg	

Furnished Track Spikes 5/8"x6

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0014		Each	

Furnished Track Bolt Assembly

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0015	Furnish Tie Plates	Each	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0016	Furnish and Install Rail Anchors	Each	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0017	Furnished and Installed Insulated Joints	Each	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0018	Furnish and Install New Bumpers	Each	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0019	Furnish and Install New Wheelstops	Pair	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0020	Salvaged Bumpers	Each	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0021	Salvaged Wheelstops	Pair	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0022	Install Track Bumper	Each	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0023	Install Wheelstops	Pair	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0024	Furnish and Install New Cushion Bumper Head	Each	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0025	Inner Guard Rail	Linear Foot	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0026	Adjust gage Rods	Each	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0027	Furnish and Install gage Rods	Each	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0028	Salvage gage Rod	Each	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0029	Install Salvaged gage Rods	Each	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0030	Furnish and Install New Derail	Each	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0031	Install Derail	Each	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES
0032	Rail Welding

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0032AA	Rail Welding Thermite	Rail	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0032AB	Rail Welding Electric Arc	Rail	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0033	Spot Rail Replacement	Each	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0034	Rail Joint Repair	Each	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0035	Respiking	Tie	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0036	Rail Cropping	Each	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0037	Tighten Bolts	Miles	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0038	Bolt Assembly Replacement	Each	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0039	Track Construction	Track Foot	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0040	Track Removal and Salvage	Track Foot	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0041		Track Foot	
	Track Removed and Scraped		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0042		Each	
	Turnout Removal and Salvage		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0043		Each	
	Straight Rail Turnout		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES
0044	
	Rail Bonds

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0044AA		Each	

Furnish and Install Railhead Bonds

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0044AB		Each	

Furnish and Install Duplex Web Bonds

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0045		Each	

Ground Assembly

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0046		Square Yard	

Pavement Removal

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0047	Grade Crossing Panel Salvage	Track Foot	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0048	Track Removal	Track Foot	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES
0049	Grade Crossing Surface Installation

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0049AA	Type 1	Track Foot	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0049AB	Type 1A	Track Foot	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0049AC	Type 2	Track Foot	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0049AD	Type 2A	Track Foot	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0049AE	Type 3	Track Foot	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0049AF		Track Foot	

Type 4

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0049AG		Track Foot	

Type 4A

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0049AH		Track Foot	

Type 5

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0050		Linear Foot	

Grade Crossing Subdrains

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0051		Linear Foot	

Grade Crossing Conduit

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0052		Track Foot	

Ultrasonic Testing

FOB: Destination

ITEM NO	SUPPLIES/SERVICES
0053	

Electric Arc Welding

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0053AA		Each	

Switch point

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0053AB		Each	

Frog

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0053AC		Each	

Batter rail end

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0053AD	FFP Guard rail		Each		

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0053AE	Engine burn	Each	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0053AF	Railroad crossing	Each	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0054	Spray weeds	Acre	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0055	Inspection of tracks	Miles	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0056		Cubic Yard	

Ditch excavation and grading

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0057		Cubic Yard	

Repair rail embankment

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE
0058		Lump Sum	

Miscellaneous

This line item is for all incidentals that are not listed in the above line items and will be used on a per task order basis.

FOB: Destination

Section 00100 - Bidding Schedule/Instructions to Bidders

ADDITIONAL INSTRUCTIONS

SECTION 00100

INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS

INDEFINITE DELIVERY CONTRACT (IDC)
FOR RAILROADS, NC

PERFORMANCE PRICE TRADE-OFF

1. PROPOSAL OVERVIEW. This Request for Proposal (RFP) is to solicit an Indefinitely Delivery, Multi Task Construction Contract for site preparation, construction and maintenance of rail road installation, rail road repair, rail replacement or work incidental to rail installation (i.e. excavating, grading, and concrete work). Work will be performed primarily at facilities at North Carolina. Work may also be located at other Federal facilities within the geographic boundaries of the South Atlantic Division. The contract will be an Indefinite Delivery Contract (IDC) with task orders to be written against the contract. The contract resulting from this solicitation will be a Firm-Fixed Price contract. In unusual and rare circumstances and with the Contracting Officer's approval, Task Orders may be issued with a final definitive scope of work and an independent government estimate leading to a fixed price to be negotiated at a later date.

1.1. Proposal Submissions and the Best Value Trade-Off Process. This process requires potential contractors to submit their performance and capability information initially for review and consideration by the Government. The technical information contained in the proposal shall be reviewed and evaluated by the Government in accordance with the evaluation criteria set out in this Section. Relative weights among technical factors are provided in paragraph 5.2 Relative Importance. Following the review, evaluation, and rating of these proposals, the Government will evaluate price proposals for Offerors that have acceptable technical proposals. The Government shall evaluate price based on the Offerors' proposed Field Overhead, Home Office Overhead, Field Office Overhead on Subcontractor's Work, and Bond Premium. Offerors will be required to separately submit their price proposals. Price will not be scored, but will be a factor in establishing the competitive range prior to discussions and in making the final best value determination for award.

2. PROPOSAL SUBMISSION INSTRUCTIONS

2.1 Who May Submit: Only qualified 8(a) Small businesses may submit a proposal.

2.2. Where to Submit. Offerors shall submit their proposal packages to the Savannah District at the address shown in Block 7 of Standard Form 1442.

2.3. Submission Deadline. Proposals shall be received by the Savannah District no later than the time and date specified in Block 13 of Standard Form 1442.

2.4. General Requirements.

2.4.1. In order to effectively and equitably evaluate all proposals, the Contracting Officer must receive information sufficiently detailed to allow review and evaluation by the Government. Proposal clarity, organization, and cross-referencing are mandatory. Failure to submit and organize proposals as requested may adversely affect an Offeror's evaluation. Offerors should provide sufficient detail and clearly define all items required in this section.

2.4.2. Tabs. Proposal shall be organized and tabbed as shown in paragraph 2.5 Submission Format.

2.4.3. Size of Printed Matter Submissions.

2.4.3.1. Written materials shall be on 8-1/2" x 11" paper.

2.4.3.2. The proposals shall contain a detailed table of contents. If more than one binder is used, the complete table of contents shall be included in each. Any materials submitted but not required by this solicitation (such as company brochures) shall be relegated to Appendices.

2.4.4. Number of Copies. Offerors shall submit one (1) hard copy of Volume I and five (5) hard copies of Volume II of their Proposal. Both volumes shall also be submitted on a CD-ROM.

2.5. Submission Format.

2.5.1. The Technical and Price Proposal will be tabbed and submitted in a separate three ring binder in the following format:

VOLUME I

TAB A - SF 1442, completed and signed by an authorized person from the company or team.

TAB B - Section 00600 – Representations and Certifications

TAB C - PROPOSAL DATA SHEET – See the format provided in this Section. Ensure to include Offeror's telephone number, FAX number, e-mail address and DUNS number. DUNS number will be used to access CCASS data. If a separate DUNS has been created for a joint venture (J-V) it must be submitted. A DUNS number shall also be provided for each company identified in any proposed Contractor-subcontractor association of firms. Mentor-protégés are cautioned that only protégé past performance can be evaluated

TAB D – Section 00010 – Supplies or Services and Price/Costs Schedule

TAB E - Bid Bond

TAB F – Financial Information (e.g. Financial Statements for the last three years, Annual Reports, Dun and Bradstreet ratings and/or number, etc.)

TAB G – Subcontracting Plan – FOR LARGE BUSINESS OFFERORS ONLY. Subcontracting Plan shall be prepared in accordance with FAR 52.219-9. See Section 00800 for a sample plan and format.

NOTE: For the information of Large Business Offerors, Savannah District's assigned subcontracting goals are:

50.9% of planned subcontracting dollars placed with small business concerns

8.8% of planned subcontracting dollars placed with small disadvantaged business concerns

7.2% of planned subcontracting dollars placed with women owned small business concerns

2.9% of planned subcontracting dollars with HUBZone small business

0.5% of planned subcontracting dollars placed with service-disabled veteran-owned small business concerns

0.0% of planned subcontracting dollars placed with veteran-owned small business concerns. While Savannah District does not have a specific target for subcontracting with Veteran-Owned small businesses, this must be addressed in all subcontracting plan

TAB H – IF APPLICABLE: Pursuant to 13 CFR 124.515(e), SBA must approve a joint venture agreement prior to the award of an 8(a) contract on behalf of the joint venture. Offerors are encouraged to contact its SBA Servicing Agency upon submission of its proposal and confirm that its joint venture agreement will be approved. If an offeror is included in the competitive range, the offeror is encouraged to obtain formal approval of the joint venture agreement and provide evidence of approval

TAB I – Not used

VOLUME II

TAB J – FACTOR 1: CORPORATE RELEVANT SPECIALIZED EXPERIENCE

TAB K - FACTOR 2: CONSTRUCTION PAST PERFORMANCE

TAB L – FACTOR 3: MANAGEMENT EFFECTIVENESS

TAB M – OTHER INFORMATION. Offerors will submit any other information under TAB R. The Government may not consider information submitted under TAB R.

2.5.2. PRICE INFORMATION. The technical proposal shall not include any cost or price information.

3. TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS

3.1. FACTOR 1: CORPORATE RELEVANT SPECIALIZED EXPERIENCE (VOLUME II, TAB J). Offerors shall be evaluated on SABER, JOC, IDC Construction, type Task Orders successfully completed or substantially completed in the last five (5) years that demonstrate the offeror's specialized experience in the construction and maintenance of rail road installation, rail road repair, rail replacement or work incidental to rail installation (i.e. site preparation, excavating, grading, and concrete work). The majority of the Task Orders submitted by the Offeror for evaluation should fall within the range of \$25,000 to \$750,000. The information presented in the Offeror's submittal, together with that from other sources available to the Government, will comprise the input for evaluation of this factor.

3.1.1. Offeror's Submission Requirements. Offerors shall complete and provide a Project Information Sheet on a minimum of three (3) SABER, JOC, IDC Construction type contracts completed or substantially completed during the last five (5) years; listing all completed Task Orders separately that reflect specialized experience in the construction elements referenced in paragraph 3.1 above. The examples should be similar to this solicitation in type and scope. The Offeror will also submit a Project Information Sheet on three to five (3-5) Task Orders for the SABER, JOC, IDC Construction type contracts listed. As a minimum, the Project Information Sheets shall provide: the project Point of Contact with telephone number, general character of the project, scope, location, cost, and date of completion or anticipated completion. Project Information sheets shall also be completed for those parties identified in any proposed Joint Venture or Contractor Teaming Arrangement. Examples must have been completed or substantially completed not later than five (5) years prior to the date of the solicitation. The experience of individuals affiliated companies, or major subcontractors that are not party to a Contract Teaming Arrangement will not be credited under this factor.

3.1.2. Offeror proposed teaming arrangements, as defined in paragraph 3.1.1 and company relationships shall be fully disclosed in the proposal. For reference and evaluation purposes the Offeror shall identify major or critical aspects to be performed by those identified in the Contractor Teaming Arrangement.

3.1.3. Evaluation. The Government will review the list of example Task Order contracts provided by the Offeror to evaluate and rate the recent relevant experience of the Offeror; this will include the experience of identified parties of Contractor Teaming Arrangements. The example Task Order contracts that most closely resemble construction and maintenance of rail road installation, rail road repair, rail replacement or work incidental to rail installation (i.e.

site preparation, excavating, grading, and concrete work). If the Offeror cannot provide suitable relevant experience and the evaluators consider that the information provided indicates that the Offeror has no relevant experience, a determination will be made as to the risk this lack of corporate relevant experience presents to the Government and the proposal will be evaluated accordingly. The submission must contain a narrative that clearly explains the relevance of the submitted information concerning a company that is part of a proposed Contractor Teaming Arrangement. The Government will consider the adequacy of this explanation in deciding the relevance and weight of the information to the procurement.

3.2. FACTOR 2: CONSTRUCTION PAST PERFORMANCE (VOLUME II, TAB K). Offerors shall be evaluated on similar Simplified Acquisition of Base Engineer Requirements (SABER), Job Order Contract (JOC), IDC Construction type contracts successfully completed or substantially completed in the last three years with the contracts performed falling within the range of \$5,000,000 to \$15,000,000. The Offeror's past performance in completing Task Orders for construction or similar types of work during the last three years will be evaluated to determine technical capability to perform the proposed contract and how well it satisfied its customers. The information presented in the Offeror's submittal, together with that from other sources available to the Government will comprise the input for evaluation of this factor.

3.2.1 Contractor Team Arrangements: Contractor Team Arrangements are considered an arrangement in which (1) Two or more companies form a partnership or joint venture to act as a potential prime contractor; or (2) A potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specific Government contract or acquisition program.

3.2.2. Offeror's Submission Requirements

3.2.2.1. Offeror proposed teaming arrangements, as defined above, and company relationships shall be fully disclosed in the proposal. All prospective Joint Ventures must comply with Part 13 Code of Federal Regulations (CFR) 124.513. For reference and evaluation purposes, the Offeror shall identify the major or critical aspects to be performed by those identified in the Contractor Teaming Arrangement.

3.2.2.2. Past Performance Information Sheets. Offerors shall complete and provide a Past Performance Information Sheet on a minimum of three (3) SABER, JOC, IDC Construction type contracts described above. The Offeror shall also submit Past Performance Information Sheets on three to five (3-5) Task Orders for SABER, JOC, IDC Construction type contracts identified. Past Performance Information sheets shall also be completed for those parties identified in any proposed Joint Venture or Contractor Teaming Arrangement. A sample Past Performance Information Sheet is included at the end of this section.

3.2.2.3. Past Performance Questionnaires. Offeror's shall identify similar completed contracts (or substantially complete) as described above to be used for reference and evaluation purposes and provide a questionnaire to the Point of Contact for each contract listed. For reference and evaluation purposes, the Offeror shall provide a questionnaire to the Point of Contact for each contract for which a Past Performance Information Sheet (see 3.2.2.2) was submitted. A sample Past Performance Evaluation Questionnaire is included at the end of this section. When completed, these forms shall be emailed to the Savannah District Contract Specialist identified in the sample transmittal letter provided, so the Contractor can verify receipt and the Contract Specialist can confirm it. As a second alternative, the Contractor may choose to mail or fax the form, but it is the Contractor's responsibility to ensure that the Contract Specialist receives the questionnaire. The Government is not obligated to make additional requests for past performance information from the references. The evaluation form shall be provided to the Savannah District Contract Specialist directly from the reference. Contracts from which questionnaires are received shall have been completed not later than three years of the date of the solicitation.

3.2.2.4. Other Sources. The Government may contact sources other than those provided by the Offeror for information with respect to past performance. These other sources may include CCASS (Construction Contractor

Appraisal Support System), telephone interviews with organizations familiar with the Offeror's performance, and Government personnel with personal knowledge of the Offeror's performance capability.

3.2.2.5. Evaluation. The Government will evaluate the Offeror's past performance using the sources available to it including but not limited to: the example projects identified by the Offeror, Past Performance Evaluation Questionnaires received, CCASS. Offerors may be provided an opportunity to address any negative past performance information of which the Offeror has not previously had an opportunity to respond.

3.2.2.5.1 Contract Team Arrangements. In accordance with FAR Part 9, the Government will recognize the integrity and validity of contractor team arrangements; provided, the arrangements are identified and company relationships are fully disclosed in the offer. Past Performance evaluation will take into account past performance information regarding predecessor companies; subcontractors that will perform major or critical aspects of the requirement, identified in Contractor Teaming Arrangements.

3.2.2.5.2. The Government treats an Offeror's lack of past performance as having no positive or negative evaluation significance. Past performance, which is considered by the Government to be similar in size and scope of this contract, as defined in paragraph 3.2 of this section, may be considered by the Board to be more advantageous. The Government will evaluate past performance based on the elements listed below:

3.2.2.5.3. Quality of Construction. Based on information provided in the questionnaire and other information, the Government will assess the quality of the actual construction undertaken and the standards of workmanship exhibited by the Offeror's team, and the offeror's ability to execute a quality control program.

3.2.2.5.4. Timeliness of Performance. The Government will evaluate all information available with respect to the Offeror's ability to develop a project schedule/NAS, execute according to that schedule/NAS, and complete past projects within the scheduled completion times.

3.2.2.5.5. Customer Satisfaction. The Government will evaluate all information available with respect to the Offeror's past customer satisfaction, cooperation with customers, and interaction on past contracts.

3.2.2.5.6. Subcontractor Management. The Government will evaluate all information available with respect to the Offeror's management of subcontractors, including mitigation of conflicts and resolution of disputes at the lowest level.

3.3. FACTOR 3: MANAGEMENT EFFECTIVENESS (VOLUME II, TAB L). The Government will evaluate the Offeror's management effectiveness by considering the Offeror's understanding and capability of successfully managing the Task Order contract through completion. The following elements will be evaluated:

Organizational Chart and/or Structure

Key Personnel Resumes

Quality Control Plan (QC Plan)

Small and Small Disadvantaged Business Utilization
Construction Capacity

3.4. Offeror's Submission Requirements.

3.4.1. Organizational Chart and/or Structure and Key Personnel Resumes. Provide a detailed organizational chart or narrative that shows lines of authority and communication chain. "Key personnel" are defined as, but not limited to Project Manager, Site Supervisor or Project Superintendent, Quality Control System Manager, and Safety and Health Program Manager. Provide the following information on key personnel:

3.4.1.1 Name and Job Title

3.4.1.2 Specific assignment on this project

3.4.1.3 Name of Firm

3.4.1.4 Number of years with this firm/with other firms (show each position held)

3.4.1.5 Education - Degree(s)/year/specialization

3.4.1.6 Active registration: number/state/year

3.4.1.7 Specific experience and qualifications relevant to this project

3.4.1.8 Offerors are encouraged to provide a descriptive analysis of why they feel their key personnel meet the for key personnel experience.

3.4.2. Quality Control Plan (QC Plan). Provide separate preliminary plans for quality control of construction. After award, the successful Offeror will be required to expand these preliminary plans to comply with contract requirements for Quality Control. The preliminary plans must address the following as a minimum:

3.4.2.1. QC organizational chart identifying the chain of command of the QC organization, number of individuals and disciplines of qualified QC staff.

3.4.2.2 Authority, assigned tasks, and functions of the QC Manager and each key QC position.

3.4.2.3 Testing methods that will be employed and record keeping procedures. Include a discussion of the test and validation process for the construction.

3.4.2.4 Documentation procedures for inspections and tests.

3.4.2.5 Describe integration of the Savannah District's automated Request for Information (RFI) system into the operation procedures.

3.4.2.6 Maintenance of As-builts: Describe procedures for maintaining up-to-date plans and specifications on the job site and for preparation and submittal of as-builts. Include narrative describing document control and production of electronic "as-built" drawings and their transfer to the Government.

3.4.2.7 Workmanship inspections, frequency, and by whom.

3.4.2.8 QC surveillance responsibilities identified.

3.4.2.9 Explain satisfactory and unsatisfactory performance standards, and explain deficiency or discrepancy correction procedures.

3.4.2.10. The plan for and procedures for the completion inspection, prior to the joint inspection with the Government QA personnel.

3.4.3 Small and Small Disadvantaged Business Utilization. ALL OFFERORS (including Small and Small Disadvantage Businesses) are required to provide a narrative discussion of their plan for utilization of small and small disadvantaged businesses. At a minimum, the narrative shall discuss:

3.4.3.1 Goals for subcontracting with small and small disadvantaged businesses in sufficient detail to allow Government evaluators to determine that these goals are realistic, justifiable, positive, and in accordance with the Government's policy to maximize opportunities for these types of businesses.

3.4.3.2. The extent to which small disadvantaged businesses, and where appropriate, historically black colleges and universities/minority institutions (HBCU/MI) have been identified for participation as part of the Offeror's team.

3.4.3.3 The Offeror's past and present commitment to providing subcontracting opportunities and encouragement to small and small disadvantaged businesses.

3.4.4 Construction Capacity.

3.4.4.1 The successful Offeror will be expected to manage a large number of Task Orders simultaneously requiring a very high level of management skills using a management structure solely dedicated to the contract. The Government will evaluate the Offeror's current contract capacity, understanding, and capability of successfully managing multiple contracts at multiple locations through their completion.

3.4.4.2 Offeror's Submission Requirements. Offerors shall submit a list of current SABER, JOC, IDC Construction type contracts providing the contract agency, agency Point of Contact (POC), contract number, total contract capacity, number of performance periods, current performance period, current performance period completion date, and contract completion date.

3.4.4.3 Provide narrative describing plan functionality to include: (1) Management cooperation/responsiveness and (2) Coordination/control of subcontractors

3.4.4.4 Provide information to address proposed response times for: (1) Initial call to attend site meetings, (2) Proposal preparation time, and (3) Start work. Proposed response time shall address both normal and urgent conditions.

3.4.5 Evaluation.

3.4.5.1 Organizational Chart and/or Structure and Key Personnel Resumes.

3.4.5.1.1 The organizational chart will be evaluated for chain of command, lines of normal communication and logical management structure.

3.4.5.1.2 The Government will review the key personnel proposed by the Offeror. Resumes will be evaluated for qualifications and relevant technical experience. The key personnel example projects should closely resemble the project identified in this solicitation. If the Offeror cannot provide suitable key personnel with relevant experience and the evaluators consider that the information provided indicates that the key personnel have no relevant experience, a determination will be made as to the risk this lack of key personnel experience presents to the Government and the proposal will be evaluated accordingly. The Government may more favorably consider teams that have worked on similar projects.

3.4.5.2 Quality Control Plan.

3.4.5.2.1 The Quality Control (QC) Plan will be evaluated for standard and specific quality control practices that ensure all services required by this solicitation are performed and provided in a manner that meets the project requirements.

3.4.5.2.2 The QC Plan will be evaluated to insure listed tasks are assigned to individual(s) with full and/or part-time duties with respect to monitoring, evaluating and overseeing, correcting critical areas of the project from start to completion. How complete is the plan and does it provides names, qualifications, duties, responsibilities and authority levels of each QC person.

3.4.5.3 Small and Small Disadvantaged Business Utilization. The Government will evaluate narratives provided for the following elements. Greater detail and specificity will be given greater credit than general statements and commitments:

3.4.5.3.1 The extent to which the goals for subcontracting with small and small disadvantaged businesses are realistic, justifiable, positive, and in accordance with the Government's policy to maximize opportunities for these types of businesses.

3.4.5.3.2. The extent to which small disadvantaged businesses, and where appropriate, historically black colleges and universities/minority institutions (HBCU/MI) have been identified for participation as part of the Offeror's team.

3.4.5.3.3 The Offeror's past commitment to providing subcontracting opportunities and encouragement to small and small disadvantaged businesses.

3.4.5.4 Contract Capacity.

3.4.5.4.1 The Government will review the narrative describing plan functionality and proposed response time to evaluate the contractor's ability to assist the Government in meeting its mission in completing multiple Task Orders during peak periods of the fiscal year.

3.4.6 Evaluation.

3.4.6.1 The Government will review the list of current SABER, JOC, IDC Construction type contracts provided by the Offeror to evaluate the Offeror's current contract capacity.

4. EVALUATION STANDARDS. Evaluation criteria (factors) will be rated using the following adjectival descriptions. Evaluators will apply the appropriate adjective to each criterion rated. The evaluator's narrative explanation must clearly establish that the Offeror's submittal meets the definitions established below. As each criteria is evaluated an assessment of Performance Risk will be made. Performance Risk relates to the assessment of an Offeror's present and past work and accomplishments to determine the Offeror's ability to successfully perform as required.

4.1. OUTSTANDING - Information submitted demonstrates Offeror's potential to significantly exceed performance or capability standards. The offeror has clearly demonstrated an understanding of all aspects of the requirements to the extent that timely and highest quality performance is anticipated. The Offeror possesses exceptional strengths that will significantly benefit the Government. The Offeror's qualifications meet the fullest expectations of the Government. The offeror has convincingly demonstrated that the RFP requirements have been analyzed, evaluated, and synthesized into approaches, plans, and techniques that, when implemented, should result in highly effective and efficient performance under the contract which represents low risk to the Government. An assigned rating of "outstanding" indicates that, in terms of the specific factor, the submittal contains no significant weaknesses, deficiencies or disadvantages. Offeror very significantly exceeds most or all solicitation requirements. Very high probability of success. Very low risk to the Government.

4.2. ABOVE AVERAGE - Information submitted demonstrates Offeror's potential to exceed performance or capability standards. Offeror possesses one or more strengths that will benefit the Government. The areas in which the Offeror exceeds the requirements are anticipated to result in a high level of efficiency, productivity, or quality. The Offeror's qualifications are responsive with minor weaknesses, but no major weaknesses noted. An assigned rating of "Above Average" indicates that, in terms of the specific factor, any weaknesses noted are minor and should not seriously affect the offeror's performance. The submittal demonstrates that the requirements of the RFP are well understood and the approach will likely result in a high quality of performance which represents low risk to the Government. A rating of "Above Average" is used when there are no indications of exceptional features or innovations that could prove to be beneficial, or conversely, weaknesses that could diminish the quality of the effort or increase the risks of failure. Disadvantages are minimal. The submittal contains excellent features that will likely produce results very beneficial to the Government. Offeror fully meets all RFP requirements and significantly exceeds many of the RFP requirements. Response exceeds a "Satisfactory" rating. High probability of success. Low risk to the Government.

4.3. SATISFACTORY (Neutral) - Information submitted demonstrates Offeror's potential to meet performance or capability standards. Offeror presents an acceptable solution and meets minimum standard requirements. Offeror possesses few or no advantages or strengths. The Offeror's proposal contains weaknesses in several areas that are offset by strengths in other areas. A rating of "Satisfactory" indicates that, in terms of the specific factor, the

Offeror may satisfactorily complete the proposed tasks, but there is at least a moderate risk that it will not be successful. There is a good probability of success and that a fully acceptable level of performance will be achieved. Offeror meets all RFP requirements, presents a complete and comprehensive proposal, exemplifies an understanding of the scope and depth of the task requirements, and displays understanding of the Government's requirements. Offeror's response exceeds a "Marginal" rating. No significant advantages or disadvantages. Moderate risk to the Government. In the case of no past performance on the part of the Offeror, a SATISFACTORY rating will be assigned for Past Performance.

4.4. MARGINAL - Information submitted demonstrates Offeror's potential to marginally meet performance or capability standards necessary for minimal but acceptable contract performance. The submittal is not adequately responsive or does not address the specific factor. The assignment of a rating of "Marginal" indicates that mandatory corrective action would be required to prevent significant deficiencies from affecting the overall project. The offeror's qualifications demonstrate an acceptable understanding of the requirements of the RFP and the approach will likely result in an adequate quality of performance, which represents a high level of risk to the Government. Offeror displays low probability of success, although the submittal has a reasonable chance of becoming at least acceptable. Offeror's response exceeds an "Unsatisfactory" rating. Significant disadvantages. High risk to the Government.

4.5. UNSATISFACTORY – Information submitted fails to meet performance or capability standards necessary for acceptable contractor performance. The Offeror's interpretation of the Government's requirements is as superficial, incomplete, vague, incompatible, incomprehensible, or incorrect as to be Unsatisfactory. The submittal does not meet the minimum requirements of the RFP; requirements could only be met with major changes to the submittal. There is no reasonable expectation that acceptable performance would be achieved which represents unacceptably high risk to the Government. The Offeror's qualifications have many deficiencies and/or gross omissions; fail to provide a reasonable, logical approach to fulfilling much of the Government's requirements; and, fail to meet many of the minimum requirements. The Offeror's qualifications are so unacceptable that it would have to be completely revised in order to attempt to make them acceptable. Very significant disadvantages. Unacceptably high risk to the Government.

5. EVALUATION FACTORS and WEIGHTS

5.1. Relative Importance Definition. For the purpose of this evaluation, the following terms will be used to establish the relative importance of the factors.

5.1.1. Significantly More Important: The criterion is at least two times greater in value than another criterion.

5.1.2. More Important: The criterion is greater in value than another criterion but less than two times greater.

5.1.3. Equal: The criterion is of the same value or nearly the same as another criterion.

5.2. Weight among technical factors:

Factor 1: Corporate Relevant Specialized Experience: This factor is more important to Factors 2 and 3.

Factor 2: Construction Past Performance: This factor is equal in importance to Factor 3.

Factor 3: Management Effectiveness: This factor is equal in importance to Factors 2.

Technical and Price are equal in importance

6. PRICE.

6.1 Content of Price Proposal. The price proposal will consist of Schedule B of Supplies and Services.

6.2 Price will not be scored, but will be a factor in establishing the competitive range prior to discussions (if held) and in making the final best value determination for award.

6.3 The Government will perform a price analysis on all proposals received in accordance with FAR 15.404-1 to determine the fairness and reasonableness of all unit prices. A total price will be derived by taking the sum total of all unit prices and calculating a percentage of deviation to the Independent Government Estimate (IGE). This percentage of deviation will be applied to the contract value of \$14.5 million to arrive at a total evaluated price. This evaluated price will be used to make the Best Value determination.

7. PROPOSAL EVALUATION.

7.1. Each member of the Government's evaluation team (Source Selection Evaluation Board) will independently consider all information provided in the proposal. Worksheets are provided on the following pages, which the evaluators will use to review and rate the individual proposals.

7.2. Once these individual analyses are completed, the team will meet and determine a rating for each of the evaluation factors by consensus decision.

7.3. The evaluation team will document strengths, weaknesses, and deficiencies to support the rating for each factor as well as the overall rating. Documentation and comments are required for all ratings.

7.4. This final overall rating, along with ratings on individual factors, will be provided to the Contracting Officer/Source Selection Authority for the best value decision.

8. EXCEPTIONS. Exceptions to the contractual terms and conditions of the solicitation (e.g., standard company terms and conditions) may result in a determination to reject a proposal.

9. RESTRICTIONS. Failure to submit all the data in the format indicated in this section may be cause for determining a proposal incomplete and, therefore, not considered for evaluation, and for subsequent award.

10. BASIS FOR AWARD

10.1. Proposals must meet the criteria stated in the RFP in order to be eligible for award, to include responsiveness, technical acceptability and responsibility.

10.2. In order to determine which proposal represents the best overall value, the Government will compare proposals to one another. The Government will award a contract to the responsible Offeror whose technical submittal and price proposal contains the combination of those criteria described in this document offering the best overall value to the Government. Best value will be determined by a comparative assessment of proposals against all source selection criteria in this RFP.

10.3. As technical ratings and relative advantages and disadvantages become less distinct, differences in price between proposals are of increased importance in determining the most advantageous proposal. Conversely, as differences in price become less distinct, differences in scoring and relative advantages and disadvantages between proposals are of increased importance to the determination.

10.4. The Government reserves the right to accept other than the lowest priced offer. The right is also reserved to reject any and all offers. The basis of award will be a conforming offer; the price or cost of which may or may not be the lowest. If other than the lowest offer, it must be sufficiently more advantageous than the lowest offer to justify the payment of additional amounts.

10.5. Offerors are reminded to include their best technical and price terms in their initial offer and not to automatically assume that they will have an opportunity to participate in discussions or be asked to submit a revised

offer. The Government may make award of a conforming proposal without discussions, if deemed to be within the best interests of the Government.

PROPOSAL DATA SHEET
INDEFINITE DELIVERY CONTRACT (IDC)
FOR
RAILROADS, NC

VOL I – TAB C

NOTE TO OFFERORS

This OFFEROR PERFORMANCE CAPABILITY PROPOSAL DATA SHEET must be completed and attached as the first page of the body of your proposal. The information required by this data sheet may be completed directly on this form or attached to the form as supplemental data sheets.

1. NAME OF OFFEROR.

Name of Offeror(s):

Offeror's Telephone Number:

Offeror's FAX Number:

If a joint venture, contractor-subcontractor association of firms or contractor teaming arrangement, list the individual firms and briefly describe the nature of the association.

Firm 1:

Firm 2:

Nature of Association:

2. OFFEROR'S DUNS/CCASS NUMBER

(If more than one DUNS number is to be considered explain affiliation to offeror)

3. ACASS IDENTIFICATION NUMBER FOR DESIGN FIRM

4. AUTHORIZED NEGOTIATORS.

The offeror represents that the following person(s) are authorized to negotiate on its behalf with the Government in connection with this Request for Proposals (RFP):

Name:

Title:

Address:

Telephone:

Fax:

Email Address:

PROPOSAL DATA SHEET

VOL II – TAB K

FACTOR 2: CONSTRUCTION PAST PERFORMANCE INFORMATION.

Offerors should submit at least three (3) projects.

1. Provide a Past Performance Information Sheet on a minimum of three (3) similar SABER, JOC, IDC Construction type contracts completed or in-progress by the Offeror within the last three years, in the cost range of \$5,000,000 to \$15,000,000, to be used for reference and evaluation purposes. The Offeror shall also submit Past Performance Information Sheet on three to five (3-5) Task Orders for the similar SABER, JOC, IDC Construction type contracts listed above. These should be the same contracts for which questionnaires have been provided to the Contract Specialist. Past Performance Information sheets shall also be completed for those parties identified in any proposed Joint Venture or Contractor Teaming Arrangement.

2.1. For each contract or Task Order provide the following information:

Contract Title:

Location:

Contract number:

Nature of involvement in this project, i.e. General Contractor, subcontractor, designer:

Procuring activity:

Contract Specialist and telephone number:

Number of Task Orders completed or in progress to date:

Total Contract Amount:

Remaining Contract Capacity:

Contract Expiration Date:

Address and telephone number of owner:

Indicate type of project (private sector, Government, planned unit development, etc.):

General character of the Task Orders:

Total Contract Amount Awarded to Date:

Total cost of all modifications:

2.2 List all contracts with the Government within the last three (3) years. Indicate Government contract number and contracting agency (with contact names and telephone numbers).

2.3 You may provide additional information on your capabilities, but please be brief.

SAMPLE TRANSMITTAL LETTER
AND
PAST PERFORMANCE EVALUATION QUESTIONNAIRE

Date: _____

To: _____

We have listed your firm as a reference for work we have performed for you as listed below. Our firm has submitted a proposal under a contract advertised by the U.S. Army Corps of Engineers, Savannah District titled Indefinite Delivery Contract for Railroad Construction, North Carolina, Solicitation Number W912HN-05-R-0034. In accordance with Federal Acquisition Regulations (FAR), the Corps of Engineers will complete an evaluation of our firm's past performance. Your candid response to the attached questionnaire will assist the evaluation team in this process.

We understand that you have a busy schedule and your participation in this evaluation is greatly appreciated.

Please complete the enclosed questionnaire as thoroughly as possible. Space is provided for comments.

Understand that while the responses to this questionnaire may be released to the offeror, FAR 15.306 (e) (4)

prohibits the release of the names of the persons providing the responses. Complete confidentiality will be maintained. Furthermore, a questionnaire has also been sent to _____ of your organization.

Only one response from each office is required. If at all possible, we request that you individually answer this questionnaire and then coordinate your responses with that of _____, to develop a consensus on one overall response from your organization.

Please send your completed questionnaire to the following address to arrive NOT LATER THAN: _____

U.S. Army Engineer District, Savannah
Contracting Division
Attn: CT-T (Faye Hazelwood)
100 West Oglethorpe Avenue
Savannah GA 31402

The questionnaires can also be sent to Faye Hazelwood, Contract Specialist, at Fax: (912) 652-6059 or Email: russette.f.hazelwood@sas02.usace.army.mil. If you have questions regarding the attached questionnaire, or require assistance, please contact Faye Hazelwood at (912) 652-5619. Thank you for your assistance.

PAST PERFORMANCE EVALUATION QUESTIONNAIRE

INDEFINITE DELIVERY CONTRACT (IDC)
FOR RAILROADS, NORTH CAROLINA

W912HN-05-R-0036

Upon completion of this form, please send directly to the U.S. Army Corps of Engineers. Questionnaires can be Emailed to the Contract Specialist at russette.f.hazelwood@sas02.usace.army.mil, faxed to (912) 652-6059 or mailed in the enclosed addressed envelope provided by the offeror. It is the Contractor's responsibility to ensure that the Contract Specialist receives the questionnaire. The Government may not make additional requests for past performance information from the references. Do not return this form to our offices. Thank you

1. Contractor/Name & Address (City and State):

2. Type of Contract: SABER _____ JOC _____
IDC _____

3. Title of Contract/Contract Number/Contract Amount/Number of Task Orders Awarded:

4. Description of Work: (Attach additional pages as necessary)

5. Complexity of Work: High _____ Mid _____ Routine _____

6. Location of Work: _____

7. Date of Award: _____

8. Current Contract Period: Base Period _____

Option Period 1 _____

Option Period 2 _____

Current Period Expiration Date _____

9. Name, address and telephone number of Contracting Officer's Technical Representative:

10. QUALITY OF CONSTRUCTION:

Evaluate the contractor's performance in complying with the contract requirements, quality and the overall technical expertise demonstrated by the Contractor.

Outstanding Quality	
Above Average Quality	
Satisfactory Quality	
Marginal Quality	
Unsatisfactory or Experienced Significant Quality Problems	

Please provide comments to support rating (Required):

11. TIMELINESS OF PERFORMANCE:

To what extent did the contractor meet the contract and/or individual Task Order schedules if the contract was an indefinite delivery type contract? This includes the offeror's ability to develop a project schedule/NAS, execute the schedule according to that schedule/NAS and complete past Task Orders within the scheduled completion times.

Completed Substantially Ahead of Schedule (Outstanding)	
Completed Ahead of Schedule (Above Average)	
Completed on Schedule with Minor Delays Under Extenuating Circumstances (Satisfactory)	
Completed Behind Schedule (Marginal)	
Experienced Significant Delays without Justification (Unsatisfactory)	

Please provide comments to support rating (Required):

12. CUSTOMER SATISFACTION:

To what extent were the end users satisfied with:

	Quality	Cost	Schedule
Exceptionally Satisfied (Outstanding)			
Highly Satisfied (Above Average)			
Satisfied (Satisfactory)			
Somewhat Dissatisfied (Marginal)			
Highly Dissatisfied (Unsatisfactory)			

Please provide comments to support rating (Required):

13. SUBCONTRACTOR MANAGEMENT

How well did the contractor manage and coordinate subcontractors, suppliers, and the labor force?

Outstanding management and coordination of subcontractors	
Above Average management and coordination of subcontractors	
Satisfactory management and coordination of subcontractors	
Marginal management and coordination of subcontractors	
Unsatisfactory management and coordination of subcontractors	

Please provide comments to support rating (Required):

14. If given the opportunity, would you work with this contractor again?

Yes _____ No _____ Not Sure _____

Please provide comments to support response (Required):

15. OTHER COMMENTS:

Use the space below to provide other information related to the contractor's performance. This may include the contractor's selection and management of subcontractors, flexibility in dealing with contract challenges, and their overall concern for the Government's interest (if applicable), project awards received, etc.

Offeror: _____

Evaluator: _____

PROPOSAL RATING WORKSHEET
FACTOR 1: CORPORATE RELEVANT SPECIALIZED EXPERIENCE
VOL II – TAB J

1. General: The Government will evaluate the depth and breadth of the Offeror's corporate experience on the basis of the number of times it has performed projects that were similar in nature, size, scope, and complexity as the work required by this RFP. Completed Project Information Sheets shall be used as a basis to begin the evaluation of this factor.

Has the Government received completed Project Information Sheets for Experience for this Offeror?

____ YES ____ NO

COMMENTS:

Do all the Project Information Sheets received reflect similar projects completed or substantially completed within the last five (5) years?

____ YES ____ NO

COMMENTS:

2. Offeror Similar Construction Projects Completed: The number and size of projects completed of similar scope required by this RFP in the last five (5) years.

/__ / Outstanding

/__ / Above Average

/__ / Satisfactory

/__ / Marginal

/__ / Unsatisfactory

2.1 Strengths: Include a listing of any identified or obvious strengths of the offeror with respect to experience. (be project specific)

2.2 Weaknesses: Include a listing of any identified or obvious weaknesses of the offeror with respect to experience. (be project specific)

2.3 Other Comments: Include any other comments/rationale to support the overall rating provided for this Offeror.

Offeror: _____

Evaluator: _____

PROPOSAL RATING WORKSHEET
 FACTOR 2
 CONSTRUCTION - PAST PERFORMANCE
 VOL II – TAB K

1. General: The Government will evaluate each Offeror's past performance on similar contracts to determine how well it satisfied its customers. Evaluators will use this factor to evaluate the Offeror's past performance on similar contracts based on the satisfaction of previous customers and clients as illustrated on the completed questionnaires, CCASS Ratings and personal knowledge. These completed questionnaires shall be used as a basis to begin the evaluation of this factor.

Has Government received three completed questionnaires for this Offeror? __ YES __ NO

Do all the questionnaires received reflect similar contracts completed or substantially completed within the last 3 years?

__ YES __ NO

2. CCASS Ratings: Contract The Contract Specialist will provide CCASS ratings for the Offeror (and any other firms if a joint venture). CCASS for the Mentor, in a Mentor-Protégé relationship, will not be evaluated.

Firm Name: _____

Number of Ratings:	Outstanding	_____
	Above Average	_____
	Satisfactory	_____
	Marginal	_____
	Unsatisfactory	_____

3. OTHER INFORMATION CONSIDERED. List all other sources of information considered (telephone interviews, personnel interviews, personal experience, etc.)

Offeror: _____

Evaluator: _____

PROPOSAL RATING WORKSHEET
FACTOR 2
CONSTRUCTION - PAST PERFORMANCE
VOL II – TAB K
(Continued)

OVERALL RATING.

/___/ Outstanding

/___/ Above Average

/___/ Satisfactory

/___/ Marginal

/___/ Unsatisfactory

Comments to support the OVERALL CCASS RATING:

STRENGTHS: (be project specific)

WEAKNESSES: (be project specific)

OTHER COMMENTS: (be project specific)

Offeror: _____

Evaluator: _____

PROPOSAL RATING WORKSHEET
FACTOR 2
CONSTRUCTION - PAST PERFORMANCE
VOL II – TAB K
(Continued)

4. Quality of Construction: The Source Selection Board shall carefully evaluate the information provided in the completed questionnaires to ascertain a level of customer satisfaction with the quality of the past contracts. Based on that review, provide a rating for the Quality of Construction below. Include a listing of any apparent weaknesses, strengths or deficiencies of the Offeror.

/___/ Outstanding

/___/ Above Average

/___ / Satisfactory

/___ / Marginal

/___ / Unsatisfactory

4.1 Strengths: Include a listing of any identified or obvious strengths of the offeror with respect to final Quality of Construction. (be project specific)

4.2 Weaknesses: Include a listing of any identified or obvious weaknesses of the offeror with respect to final Quality of Construction. (be project specific)

4.3 Other Comments: Include any other comments/rationale to support the overall rating provided for this Offeror.

Offeror: _____

Evaluator: _____

PROPOSAL RATING WORKSHEET
FACTOR 2: CONSTRUCTION – PAST PERFORMANCE
VOL II – TAB K
(Continued)

5. Timeliness of Performance: Evaluators shall carefully review the information provided in the completed questionnaires to ascertain customer satisfaction with the timeliness of performance on the past contracts. Based on that review, provide a rating for the timeliness of performance of the past contracts below. Include a listing of any apparent weaknesses, strengths or deficiencies of the Offeror.

/___/ Outstanding

/___/ Above Average

/___/ Satisfactory

/___/ Marginal

/___/ Unsatisfactory

5.1. Strengths: Include a listing of any identified or obvious strengths of the offeror with respect to timeliness.
(be project specific)

5.2. Weaknesses: Include a listing of any identified or obvious weaknesses of the offeror with respect to timeliness.
(be project specific)

5.3 Other Comments: Include any other comments/rationale to support the overall rating provided for this Offeror.

Offeror: _____

Evaluator: _____

PROPOSAL RATING WORKSHEET
FACTOR 2: CONSTRUCTION – PAST PERFORMANCE
VOL II – TAB K
(Continued)

6. Customer Satisfaction: Evaluators shall carefully review the information provided in the completed questionnaires to ascertain a level of customer satisfaction with the Offeror's cooperation and interactions on the past contracts. Based on that review, provide a rating for the Offeror's cooperation on the past contracts below. Include a listing of any apparent weaknesses, strengths or deficiencies of the Offeror.

/___/ Outstanding

/___/ Above Average

/___/ Satisfactory

/___/ Marginal

/___/ Unsatisfactory

6.1 Strengths: Include a listing of any identified or obvious strengths of the offeror with respect to Offeror Customer Satisfaction. (be project specific)

6.2 Weaknesses: Include a listing of any identified or obvious weaknesses of the offeror with respect to Offeror Customer Satisfaction. (be project specific)

6.3 Other Comments: Include any other comments/rationale to support the overall rating provided for this Offeror.

Offeror: _____

Evaluator: _____

PROPOSAL RATING WORKSHEET
FACTOR 2: CONSTRUCTION – PAST PERFORMANCE
VOL II – TAB K
(Continued)

7. Subcontractor Management: Evaluators shall carefully review the information provided in the completed questionnaires to ascertain a level of customer satisfaction with the Offeror's Management of Subcontractors on the past contracts. Based on that review, provide a rating for the Offeror's Subcontractor Management Skills on the past contracts below. Include a listing of any apparent weaknesses, strengths or deficiencies of the Offeror.

/___/ Outstanding

/___/ Above Average

/___/ Satisfactory

/___/ Marginal

/___/ Unsatisfactory

7.1 Strengths: Include a listing of any identified or obvious strengths of the offeror with respect to Offeror Subcontractor Management. (be project specific)

7.2 Weaknesses: Include a listing of any identified or obvious weaknesses of the offeror with respect to Offeror Subcontractor Management. (be project specific)

7.3 Other Comments: Include any other comments/rationale to support the overall rating provided for this Offeror.

Offeror: _____

Evaluator: _____

PROPOSAL RATING WORKSHEET

FACTOR 2: CONSTRUCTION – PAST PERFORMANCE

Overall Rating

FACTOR 2 - SUMMARY RATING CHART			
Item No.	Description	Rating*	Comments
1.	Questionnaire Receipt	YES/NO	
2.	CCASS Rating		
3	Quality of Construction		
4.	Timeliness of Performance		
5.	Customer Satisfaction		
6.	Sub-Contractor Management		
	OVERALL RATING**		
<p>* Ratings may be either:</p> <p style="text-align: center;">Outstanding – Above Average – Satisfactory – Marginal – Unsatisfactory</p> <p>** Evaluators shall consider the ratings and weights of the various criteria shown to determine a suitable overall rating. The overall rating cannot be an average, mode, or median of the ratings of the factors.</p> <p>Attach additional sheets to this rating summary to provide supporting rationale for assignment of ratings.</p>			

 Board Member Signature

Offeror: _____

Evaluator: _____

PROPOSAL RATING WORKSHEET
 FACTOR 3: MANAGEMENT EFFECTIVENESS
 VOL II – TAB L

1. General: The Source Selection Evaluation Board will use the current and anticipated contracts of the Offeror for evaluation purposes. The Offeror's list of current SABER, JOC, IDC Construction contracts completed and the Offeror's Management Plan shall be used in the evaluation of this factor.

Has the Government received the Organizational Chart and/or Structure and Key Personnel Resumes for this Offeror? _____ YES _____ NO

COMMENTS:

Has the Government received the Quality Control Plan for this Offeror? _____ YES _____ NO

COMMENTS:

Has the Government received the Small and Small Disadvantaged Business Utilization narrative for this Offeror?

COMMENTS: _____ YES _____ NO

Has the Government received the list of current SABER, JOC, IDC Construction type contracts and Task Orders for this Offeror? _____ YES _____ NO

COMMENTS:

2. Management Plan Review: Evaluators shall carefully review the Management Plan provided for the required content and to ascertain the Offeror's ability to manage multiple tasks through completion. The reviews may also included discussions with points of contact or others regarding the Offeror's Management capabilities. Based on this review, provide a rating for the Management Effectiveness. Include a listing of any apparent weaknesses, strengths or deficiencies of the Offeror and the proposed project team.

/___/ Outstanding

/___/ Above Average

/___/ Satisfactory

/___/ Marginal

/___/ Unsatisfactory

2.1 Strengths: Include a listing of any identified or obvious strengths of the offeror with respect to capacity. (be project specific)

Offeror: _____

Evaluator: _____

PROPOSAL RATING WORKSHEET
FACTOR 3: MANAGEMENT EFFECTIVENESS
VOL II – TAB L
(continued)

2.2 Weaknesses: Include a listing of any identified or obvious weaknesses of the offeror with respect to capacity.
(be project specific)

2.3 Other Comments: Include any other comments/rationale to support the overall rating provided for this Offeror.

Offeror: _____

Evaluator: _____

SUMMARY RATING CHART			
Factor	Description	Rating*	Comments
1	CONSTRUCTION – PAST PERFORMANCE		
2	CONSTRUCTION – EXPERIENCE		
3	MANAGEMENT EFFECTIVENESS		
OVERALL RATING			
<p>* Ratings may be either:</p> <p style="text-align: center;">Outstanding – Above Average – Satisfactory – Marginal – Unsatisfactory</p> <p>** Evaluators shall consider the ratings and weights of the various criteria shown to determine a suitable overall rating. The overall rating cannot be an average, mode, or median of the ratings of the factors.</p> <p>Attach additional sheets to this rating summary to provide supporting rationale for assignment of ratings.</p>			

Board Member Signature

Offeror: _____

Board Chairperson _____

CONSENSUS SUMMARY RATING						
Factor No.	Description	Board Member 1	Board Member 2	Board Member 3	Board Member 4	CONSENSUS
1	Corporate Relevant Specialized Experience					
2	Construction Past Performance					
3	Management Effectiveness					
OVERALL RATING						
Ratings may be either: Outstanding – Above Average – Satisfactory – Marginal – Unsatisfactory						

Board Member 1_____
Board Member 2_____
Board Member 3_____
Board Member 4

Offeror: _____

INDEFINITE DELIVERY CONTRACT (IDC)
FOR RAILROADS, NORTH CAROLINA

CONSENSUS RATINGS

FACTOR 1 – CORPORATE RELEVANT SPECIALIZED EXPERIENCE

STRENGTHS: (be project specific)

WEAKNESSES: (be project specific)

OTHER COMMENTS:

Offeror: _____

INDEFINITE DELIVERY CONTRACT (IDC)
FOR RAILROADS, NORTH CAROLINA

CONSENSUS RATINGS

FACTOR 2 – CONSTRUCTION PAST PERFORMANCE

STRENGTHS: (be project specific)

WEAKNESSES: (be project specific)

OTHER COMMENTS:

Offeror: _____

INDEFINITE DELIVERY CONTRACT (IDC)
FOR RAILROADS, NORTH CAROLINA

CONSENSUS RATINGS

FACTOR 3 – MANAGEMENT EFFECTIVENESS

STRENGTHS: (be project specific)

WEAKNESSES: (be project specific)

OTHER COMMENTS:

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to

establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 2003)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

(a) From the ASSIST database via the Internet at <http://assist.daps.dla.mil>; or

(b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2179, Facsimile (215) 697-1462.

(End of provision)

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be

accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in

evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed Price contract resulting from this solicitation.

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
31.7% Greenville, NC	6.9%
20.7% Wilmington, NC	
26.2% Fayetteville, NC	
22.8% Raleigh-Durham, NC	
18.2% Burlington, NC	
16.4% Greensboro, NC	
18.5% Charlotte, NC	

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" will be North Carolina.

(End of provision)

52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JAN 2005)

(a) Definitions. ``Construction material," ``designated country construction material," ``domestic construction material," and ``foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled ``Buy American Act--Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested-- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(iv) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Dept. of the Army
Savannah District, Corps of Engineers
P.O. Box 889
Attn: CESAS-CT-C
Savannah, GA 31402-0889

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2)

manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

52.236-4011 Disclosure of Magnitude of Construction (FAR 36.204 and DFARS 236.204)

The estimated price range for this project is between

\$10,000,000.00 and \$25,000,000.00 .

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☒ Paragraph (b) applies.

☐ Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.204-4005 Online Representations and Certifications Application (ORCA).

Beginning January 1, 2005, the Federal Acquisition Regulation (FAR) requires the use of ORCA in Federal solicitations as a part of the proposal submission process. ORCA is a web-based system that centralizes and standardizes the collection, storage and viewing of many of the representations and certifications required by the Federal Acquisition Regulations and previously found in solicitations. Prospective contractors must complete the electronic representations and certifications through ORCA at <http://orca.bpn.gov>. The representations and certifications submitted to ORCA must be updated as necessary but at least annually to maintain an active status. In addition to the use of ORCA as required by other clause or clauses in this solicitation, prospective contractors must complete the representations and certifications included in this solicitation.

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237990.

(2) The small business size standard is \$28.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (JUL 2004)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

(End of clause)

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
- (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

- (1) To pursue the same remedies as in a breach of the contract; and
- (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

- (i) The base fee established in the contract at the time of contract award;
- (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

- (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
- (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State, as used in this clause, means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

“Printed or copied double-sided” means printing or reproducing a document so that information is on both sides of a sheet of paper.

“Recovered material,” for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)

(a) The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the in the Excluded Parties List System). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

(End of clause)

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

(1) The proposal for the contract, subcontract, or modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the contract, subcontract, or modification; or

(4) Performance of the contract, subcontract or modification.

(d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7,

Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall--

(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed

the threshold for submission of cost or pricing data at FAR 15.403-4; and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

(End of clause)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **award of contract** through **expiration of contract**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$2,500.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$500,000.00**;

(2) Any order for a combination of items in excess of **\$2,000,000.00**; or

(3) A series of orders from the same ordering office within **30** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **10** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **the preformance period of all task orders issued has expired.**

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

- (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.219-17 SECTION 8(a) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

- (1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
- (2) Except for novation agreements and advance payments, delegates to the Corps of Engineers, Savannah District the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.
- (3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.
- (4) To notify the Corps of Engineers, Savannah District Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.
- (5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

- (c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Corps of Engineers, Savannah District.

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

- (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The insert name of SBA's contractor will notify the U.S. Army Corps of Engineers, Savannah District Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons--

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or **regulations** of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME
COMPENSATION. (JUL 2005)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-5 DAVIS-BACON ACT--SECONDARY SITE OF THE WORK (JUL 2005)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

52.222-6 DAVIS-BACON ACT (JUL 2005)

(a) Definition.--Site of the work –

(1) Means--

(i) The primary site of the work. The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) The secondary site of the work, if any. Any other site where a significant portion of the building or work is constructed, provided that such site is--

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided--

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the "primary site of the work" as defined in paragraph (a)(1)(i), or the "secondary site of the work" as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment

computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(End of clause)

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of clause)

52.222-9 APPRENTICES AND TRAINEES (JUL 2005)

(a) Apprentices. (1) An apprentice will be permitted to work at less than the predetermined rate for the work performed when employed--

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.

(3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees.

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall

be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(End of clause)

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(End of clause)

52.222-11 SUBCONTRACTS (LABOR STANDARDS) (JUL 2005)

(a) Definition. Construction, alteration or repair, as used in this clause, means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation--

- (1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;
- (2) Painting and decorating;
- (3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;
- (4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the "site of the work" as defined in the FAR clause at 52.222-6, Davis-Bacon Act of this contract, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the "site of work" definition; and
- (5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the "site of the work" definition in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the FAR clause at 52.222-6, in the "site of the work" definition).

(b) The Contractor shall insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled--

- (1) Davis-Bacon Act;
- (2) Contract Work Hours and Safety Standards Act--Overtime Compensation (if the clause is included in this contract);
- (3) Apprentices and Trainees;
- (4) Payrolls and Basic Records;
- (5) Compliance with Copeland Act Requirements;
- (6) Withholding of Funds;

(7) Subcontracts (Labor Standards);

(8) Contract Termination--Debarment;

(9) Disputes Concerning Labor Standards;

(10) Compliance with Davis-Bacon and Related Act Regulations; and

(11) Certification of Eligibility.

(c) The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).

(d)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.

(End of clause)

52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

(End of clause)

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

(End of clause)

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and

not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(v) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(End of clause)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance;

provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(a) Definitions. "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the

geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Definitions. As used in this clause--

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may

request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

(a) Definitions. As used in this clause--

Priority chemical means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

“Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.”

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of section 302 of EPCRA.

(2) The emergency notice requirements of section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.

(5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.

(6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to deter- mine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution,

dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.225-11 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JAN 2005)

(a) Definitions. As used in this clause--

Caribbean Basin country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands,

Norway, Poland, Portugal, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);

(2) A Free Trade Agreement country (Australia, Canada, Chile, Mexico, Morocco, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, Dominican Republic, El Salvador, Grenada, Guatemala, Guyana, Haiti, Honduras, Jamaica, Montserrat, Netherlands Antilles, Nicaragua, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

Least developed country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States, the District of Columbia, and outlying areas.

WTO GPA country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic, designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: None

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the

contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1:			
Foreign construction material....			
Domestic construction material...			
Item 2:			
Foreign construction material....			
Domestic construction material...			

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (MAR 2005)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at TerList1.html. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://epls.arnet.gov/News.html>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

(End of clause)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(vi) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101.to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20 percent of the contract value \$14,500,000.00, or \$3,000,000.00, whichever is less. Performance and Payment bonds will be required as each Task Order is issued in the amount of the Task Order.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.

(b) Any surety fails to furnish reports on its financial condition as required by the Government;

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.228-11 PLEDGES OF ASSETS (FEB 1992)

- (a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--
- (1) Pledge of assets; and
- (2) Standard Form 28, Affidavit of Individual Surety.
- (b) Pledges of assets from each person acting as an individual surety shall be in the form of--
- (1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;
- (2) A recorded lien on real estate. The offeror will be required to provide--
- (i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);
- (ii) Evidence of the amount due under any encumbrance shown in the evidence of title;
- (iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS. (OCT 1995)

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-

355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

(End of clause)

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another

acceptable financial institution that had letter of credit business of less than \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____ (for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$_____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

[Confirming Financial Institution's Letterhead or Name and Address]

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [name of issuing financial institution] for drawings of up to United States dollars _____/U.S. \$_____ and expiring with our close of business on _____ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

[City, State]

(Date) _____

[Name and address of financial institution]

Pay to the order of _____ [Beneficiary Agency] _____ the sum of United States \$_____.
This draft is drawn under Irrevocable Letter of Credit No. _____.

[Beneficiary Agency]

By: _____

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.229-2 NORTH CAROLINA STATE AND LOCAL SALES AND USE TAX (APR 1984)

(a) "Materials," as used in this clause, means building materials, supplies, fixtures, and equipment that become a part of or are annexed to any building or structure erected, altered, or repaired under this contract.

(b) If this is a fixed-price contract, the contract price includes North Carolina State and local sales and use taxes to be paid on materials, notwithstanding any other provision of this contract. If this is a cost-reimbursement contract, any North Carolina State and local sales and use taxes paid by the Contractor on materials shall constitute an allowable cost under this contract.

(c) At the time specified in paragraph (d) below, the Contractor shall furnish the Contracting Officer certified statements setting forth the cost of the materials purchased from each vendor and the amount of North Carolina State and local sales and use taxes paid. In the event the Contractor makes several purchases from the same vendor, the certified statement shall indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, and the North Carolina State and local sales and use taxes paid. The statement shall also include the cost of any tangible personal property withdrawn from the Contractor's warehouse stock and the amount of North Carolina State and local sales or use tax paid on this property by the Contractor. Any local sales or use taxes included in the Contractor's statements must be shown separately from the State sales or use taxes. The Contractor shall furnish any additional information the Commissioner of Revenue of the State of North Carolina may require to substantiate a refund claim for sales or use taxes. The Contractor shall also obtain and furnish to the Contracting Officer similar certified statements by its subcontractors.

(d) If this contract is completed before the next October 1, the certified statements to be furnished pursuant to paragraph (c) above shall be submitted within 60 days after completion. If this contract is not completed before the next October 1, the certified statements shall be submitted on or before November 30 of each year and shall cover taxes paid during the 12-month period that ended the preceding September 30.

(e) The certified statements to be furnished pursuant to paragraph (c) above shall be in the following form: I hereby certify that during the period . . . to . . . [insert dates], . . . [insert name of Contractor or subcontractor] paid North Carolina State and local sales and use taxes aggregating \$. . . (State) and \$. . . (local), with respect to building materials, supplies, fixtures, and equipment that have become a part of or annexed to a building or structure erected, altered, or repaired by . . . [insert name of Contractor or subcontractor] for the United States of America, and that the vendors from whom the property was purchased, the dates and numbers of the invoices covering the purchases, the total amount of the invoices of each vendor, the North Carolina State and local sales and use taxes paid on the property (shown separately), and the cost of property withdrawn from warehouse stock and North Carolina State

and local sales or use taxes paid on this property are as set forth in the attachments.

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(a) As used in this clause--

"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties" means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax" means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax" means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

Local taxes includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2003)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to use:

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports--(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the

subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.233-1 DISPUTES. (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable

to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from

responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

(End of clause)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(End of clause)

52.236-13 ACCIDENT PREVENTION (NOV 1991) – ALTERNATE I (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(vii) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(2) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) Before commencing the work, the Contractor shall-

(1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(End of clause)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of

progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

52.236-17 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(End of clause)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

52.239-4001 Year 2000 Compliance

The contractor shall ensure products provided under this contract, to include hardware, software, firmware, and middleware, whether acting alone or combined as a system, are Year 2000 compliant as defined as follows: Year 2000 compliant means with respect to information technology, that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the

twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information, used in combination with the information technology being acquired, properly exchanges date/time data with it.

52.239-4005 Year 2000 Compliance - Construction Contracts

a. In accordance with FAR 39.106, the contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year 2000 compliant. Specifically:
The contractor shall:

(1) Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task/delivery order which may be affected by the Y2K compliance requirement.

(2) Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to government acceptance.

(End of Clause)

52.239-4006 SECURITY CONTRACT LANGUAGE FOR ALL CORPS OF ENGINEERS' UNCLASSIFIED CONTRACTS (PIL 2003-06, 19 FEB 03)

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (to include grants, cooperative agreements and task orders) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the USACE, Savannah District Security Officer, ATTN: CESAS-SL, 100 West Oglethorpe Avenue, Savannah, GA 31401 within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors who have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the Savannah District Security Officer (address above). For those contractors who do not have a CAGE Code or Facility Security Clearance, the Savannah District Security Office will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document

(INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

- (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) In the Government-furnished facilities, equipment, materials, services, or site; or
 - (4) Directing acceleration in the performance of the work.
- (b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating
- (1) the date, circumstances, and source of the order and
 - (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after
- (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.
- (f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

- (a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.
- (b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

(End of clause)

52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (MAY 2004)

(a) Government-furnished property.

(1) Overseas contracts. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon--

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) Government property disposal. Except as provided in paragraphs (i)(1)(i), (i)(2), and (i)(8)(i) of this clause, the Contractor shall not dispose of Government property until authorized to do so by the Plant Clearance Officer.

(1) Scrap (to which the Government has obtained title under paragraph (c) of this clause).--(i) Contractor with an approved scrap procedure.--(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that--

(1) Requires demilitarization;

(2) Is a classified item;

(3) Is generated from classified items;

(4) Contains hazardous materials or hazardous wastes;

(5) Contains precious metals; or

(6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap.

(2) Pre-disposal requirements. When the Contractor determines that a property item acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, is no longer needed for performance of this contract, the Contractor, in the following order of priority:

(i) May purchase the property at the **acquisition** cost.

(ii) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).

(iii) Shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not purchased under paragraph (i)(2)(i) of this clause, could not be returned to a supplier, or could not be used in the performance of other Government contracts.

(3) Inventory disposal schedules.--(i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify--

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of that contract; and

(B) Property acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, that is no longer required for performance of that contract.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for--

(A) Special test equipment with commercial components;

(B) Special test equipment without commercial components;

(C) Printing equipment;

(D) Computers, components thereof, peripheral equipment, and related equipment;

(E) Precious Metals;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) Property with the same description, condition code, and reporting location may be grouped in a single line item. The Contractor shall describe special test equipment in sufficient detail to permit an understanding of the special test equipment's intended use.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than--

(i) Thirty days following the Contractor's determination that a Government property item is no longer required for performance of the contract;

(ii) Sixty days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) One hundred twenty days, or such longer period as may be approved by the Plant Clearance Officer, following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may require the Contractor to correct an inventory disposal schedule or may reject a schedule if the property identified on the schedule is not accountable under this contract or is not in the quantity or condition indicated.

(6) Postsubmission adjustments. The Contractor shall provide the Plant Clearance Officer at least 10 working days advance written notice of its intent to remove a property item from an approved inventory disposal schedule. Unless the Plant Clearance Officer objects to the intended schedule adjustment within the notice period, the Contractor may make the adjustment upon expiration of the notice period.

(7) Storage.--

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to provide disposal instructions within 120 days following acceptance of an inventory disposal schedule might entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises at which the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability under this contract for such property.

(8) Disposition instructions.

(i) If the Government does not provide disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Government property as directed by the Plant Clearance Officer. The Contractor shall remove and destroy any markings identifying the property as Government property prior to disposing of the property.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. Any equitable adjustment incident to the Contracting Officer's direction to demilitarize Government property shall be made in accordance with paragraph (h) of this clause.

(9) Disposal proceeds. The Contractor shall credit the net proceeds from the disposal of Government property to the price or cost of work covered by this contract or to the Government as the Contracting Officer directs.

(10) Subcontractor inventory disposal schedules. The Contractor shall require a subcontractor that is using property accountable under this contract at a subcontractor-managed site to submit inventory disposal schedules to the Contractor in sufficient time for the Contractor to comply with the requirements of paragraph (i)(4) of this clause.

(j) Abandonment of Government property.

(1) The Government will not abandon sensitive Government property without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place at which time all obligations of the Government regarding such abandoned property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.245-3 IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY (APR 1984)

(a) The Government will furnish to the Contractor the property identified in the Schedule to be incorporated or installed into the work or used in performing the contract. The listed property will be furnished f.o.b. railroad cars at the place specified in the contract Schedule or f.o.b. truck at the project site. The Contractor is required to accept delivery, pay any demurrage or detention charges, and unload and transport the property to the job site at its own expense. When the property is delivered, the Contractor shall verify its quantity and condition and acknowledge receipt in writing to the Contracting Officer. The Contractor shall also report in writing to the Contracting Officer within 24 hours of delivery any damage to or shortage of the property as received. All such property shall be

installed or incorporated into the work at the expense of the Contractor, unless otherwise indicated in this contract.

(viii) Each item of property to be furnished under this clause shall be identified in the Schedule by quantity, item, and description.

(End of clause)

52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for

(i) the affected portions of the existing contract requirement and

(ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by

(i) 45 percent for fixed-price contracts or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering-- Construction clause of contract, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations." If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) - ALTERNATE I (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
- (3) Terminate all subcontracts to the extent they relate to the work terminated.
- (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
- (6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.
- (7) Complete performance of the work not terminated.
- (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
- (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- (c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.
- (d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.
- (e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- (f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a

reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

(iii) acts of another Contractor in the performance of a contract with the Government,

(iv) fires,

(v) floods,

(vi) epidemics,

(vii) quarantine restrictions,

(viii) strikes,

(ix) freight embargoes,

(x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(ix) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-
CONTRACT-RELATED FELONIES (DEC 2004)

(a) Definitions. As used in this clause—

(1) "Arising out of a contract with the DoD" means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of nolo contendere, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on this contract;

(2) On the board of directors of the Contractor;

(3) As a consultant, agent, or representative for the Contractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of the Contractor with regard to this contract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that the Contractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly--

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (301) 809-4904.

(End of clause)

252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)

(a) The Contractor shall display prominently in common work areas within business segments performing work under Department of Defense (DoD) contracts, DoD Hotline Posters prepared by the DoD Office of the Inspector General.

(b) DoD Hotline Posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(x) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(End of clause)

252.215-7000 PRICING ADJUSTMENTS (DEC 1991)

The term "pricing adjustment," as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or Pricing Data - Modifications," "Subcontractor Cost or Pricing Data," and "Subcontractor Cost or Pricing Data - Modifications," means the aggregate increases and/or decreases in cost plus applicable profits.

(End of clause)

252.219-7010 ALTERNATE A (JUN 1998)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the

Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The [insert name of SBA's contractor] will notify the U.S. Army Corps of Engineers, Savannah District Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

252.225-7012 Preference for Certain Domestic Commodities (JUN 2004)

(a) Definitions. As used in this clause--

(1) Component means any item supplied to the Government as part of an end product or of another component.

(2) End product means supplies delivered under a line item of this contract.

(3) United States means the 50 States, the District of Columbia, and outlying areas.

(4) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Food.

(2) Clothing.

(3) Tents, tarpaulins, or covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply--

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To end products incidentally incorporating cotton, other natural fibers, or wool, for which the estimated value of the cotton, other natural fibers, or wool--

(i) Is not more than 10 percent of the total price of the end product; and (ii) Does not exceed the simplified acquisition threshold in FAR part 2;

(3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;

(4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;

(5) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or

(6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.

(d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract--

(i) Shall be taken from the sea by U.S.-flag vessels; or

(ii) If not taken from the sea, shall be obtained from fishing within the United States; and

(2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

(End of clause)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

(a) Definitions. As used in this provision--

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

(End of clause)

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

252.236-7005 AIRFIELD SAFETY PRECAUTIONS. (DEC 1991)

(a) Definitions. As used in this clause --

(1) "Landing areas means" --

(i) The primary surfaces, comprising the surface of the runway, runway shoulders, and lateral safety zones. The length of each primary surface is the same as the runway length. The width of each primary surface is 2,000 feet (1,000 feet on each side of the runway centerline);

(ii) The "clear zone" beyond the ends of each runway, i.e., the extension of the primary surface for a distance of 1,000 feet beyond each end of each runway;

(iii) All taxiways, plus the lateral clearance zones along each side for the length of the taxiways (the outer edge of each lateral clearance zone is laterally 250 feet from the far or opposite edge of the taxiway, e.g., a 75-foot-wide

taxiway would have a combined width of taxiway and lateral clearance zones of 425 feet); and

(iv) All aircraft parking aprons, plus the area 125 feet in width extending beyond each edge all around the aprons.

(2) "Safety precaution" areas means those portions of approach-departure clearance zones and transitional zones where placement of objects incident to contract performance might result in vertical projections at or above the approach-departure clearance, or the transitional surface.

(i) "The approach-departure clearance surface" is an extension of the primary surface and the clear zone at each end of each runway, for a distance of 50,000 feet, first along an inclined (glide angle) and then along a horizontal plane, both flaring symmetrically about the runway centerline extended.

(A) The inclined plane (glide angle) begins in the clear zone 200 feet past the end of the runway (and primary surface) at the same elevation as the end of the runway. It continues upward at a slope of 50:1 (1 foot vertically for each 50 feet horizontally) to an elevation of 500 feet above the established airfield elevation. At that point the plane becomes horizontal, continuing at that same uniform elevation to a point 50,000 feet longitudinally from the beginning of the inclined plane (glide angle) and ending there.

(B) The width of the surface at the beginning of the inclined plane (glide angle) is the same as the width of the clear zone. It then flares uniformly, reaching the maximum width of 16,000 feet at the end.

(ii) The "approach-departure clearance zone" is the ground area under the approach-departure clearance surface.

(iii) The "transitional surface" is a sideways extension of all primary surfaces, clear zones, and approach-departure clearance surfaces along inclined planes.

(A) The inclined plane in each case begins at the edge of the surface.

(B) The slope of the incline plane is 7:1 (1 foot vertically for each 7 feet horizontally). It continues to the point of intersection with the --

(1) Inner horizontal surface (which is the horizontal plane 150 feet above the established airfield elevation); or

(2) Outer horizontal surface (which is the horizontal plane 500 feet above the established airfield elevation), whichever is applicable.

(iv) The "transitional zone" is the ground area under the transitional surface. (It adjoins the primary surface, clear zone, and approach-departure clearance zone.)

(b) General. (1) The Contractor shall comply with the requirements of this clause while --

(i) Operating all ground equipment (mobile or stationary);

(ii) Placing all materials; and

(iii) Performing all work, upon and around all airfields.

(2) The requirements of this clause are in addition to any other safety requirements of this contract.

(c) The Contractor shall -

(1) Report to the Contracting Officer before initiating any work;

(2) Notify the Contracting Officer of proposed changes to locations and operations;

(3) Not permit either its equipment or personnel to use any runway for purposes other than aircraft operation without permission of the Contracting Officer, unless the runway is -

(i) Closed by order of the Contracting Officer; and

(ii) Marked as provided in paragraph (d)(2) of this clause;

(4) Keep all paved surfaces, such as runways, taxiways, and hardstands, clean at all times and, specifically, free from small stones which might damage aircraft propellers or jet aircraft;

(5) Operate mobile equipment according to the safety provisions of this clause, while actually performing work on the airfield. At all other times, the Contractor shall remove all mobile equipment to locations -

(i) Approved by the Contracting Officer;

(ii) At a distance of at least 750 feet from the runway centerline, plus any additional distance; and

(iii) Necessary to ensure compliance with the other provisions of this clause; and

(6) Not open a trench unless material is on hand and ready for placing in the trench. As soon as practicable after material has been placed and work approved, the Contractor shall backfill and compact trenches as required by the contract. Meanwhile, all hazardous conditions shall be marked and lighted in accordance with the other provisions of this clause.

(d) Landing areas. The Contractor shall -

(1) Place nothing upon the landing areas without the authorization of the Contracting Officer;

(2) Outline those landing areas hazardous to aircraft, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated low-intensity red flasher lights by night;

(3) Obtain, at an airfield where flying is controlled, additional permission from the control tower operator every time before entering any landing area, unless the landing area is marked as hazardous in accordance with paragraph (d)(2) of this clause;

(4) Identify all vehicles it operates in landing areas by means of a flag on a staff attached to, and flying above, the vehicle. The flag shall be three feet square, and consist of a checkered pattern of international orange and white squares of 1 foot on each side (except that the flag may vary up to ten percent from each of these dimensions);

(5) Mark all other equipment and materials in the landing areas, using the same marking devices as in paragraph (d)(2) of this clause; and

(6) Perform work so as to leave that portion of the landing area which is available to aircraft free from hazards, holes, piles of material, and projecting shoulders that might damage an airplane tire.

(e) Safety precaution areas. The Contractor shall -

(1) Place nothing upon the safety precaution areas without authorization of the Contracting Officer;

(2) Mark all equipment and materials in safety precaution areas, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated, low-intensity red flasher lights by night; and

(3) Provide all objects placed in safety precaution areas with a red light or red lantern at night, if the objects project

above the approach-departure clearance surface or above the transitional surface.

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS
(DOD) (MAR 2000)

In addition to the clauses listed in paragraph (c) of the Subcontracts for Commercial Items and Commercial Components clause of this contract (Federal Acquisition Regulation 52.244-6), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)

(a) The Contractor shall provide an annual report --

- (1) For all DoD property for which the Contractor is accountable under the contract;
 - (2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form;
 - (3) In duplicate, to the cognizant Government property administrator, no later than October 31.
- (b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations.

(End of clause)

252.247-7023 Transportation of Supplies by Sea (MAY 2002)

(a) Definitions. As used in this clause --

- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who

is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
---------------------	------------------------	----------

TOTAL_____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

Section 00800 - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **5** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than indicated per task order . * The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **(will be determined on a per task order basis)** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2000)

(a) Definitions. As used in this clause--

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to U.S. Army Corps of Engineers, Savannah District.

(End of clause)

52.223-4002 U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL,
EM 385-1-1

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil>. (At the HQ homepage, select Safety and Occupational Health.) The Contractor shall be responsible for complying with the current edition and all changes posted on the web through the date that is 10 calendar days prior to the date offers are due. If the solicitation is amended to extend the time set for receipt of offers, the 10 calendar days rule stated above shall be applied against the amended date. (For example, if offers are due on 10 April, all changes posted on or before 31 March shall apply to the contract. If the time for receipt of offers is extended from 10 April to 20 April, all changes posted on or before 10 April shall apply to the contract.)

52.228-4002 REQUIRED INSURANCE (FEB 1987 SAS) (Ref. FAR 28.307)

(a) The Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

Comprehensive and Employer's Liability Insurance in the amount required by the State law in which the work is to be performed under this contract.

Comprehensive General Liability Insurance in an amount not less than \$500,000 per accident.

Automobile Liability Insurance: \$200,000 per person and \$500,000 per accident for bodily injury liability and \$20,000 property damage liability.

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above-required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation, or any material change in the policies adversely affecting the interests of the Government in such insurance, shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than 30 days after written notice thereof to the Contracting Officer.

(c) The Contractor agrees to insert the substance of this clause, including this subparagraph (c), in all subcontracts hereunder.

(End of clause)

52.232-4007 ACCOUNTING AND APPROPRIATION DATA (APR 1989 CESAS-RM)

Accounting and Appropriation Data will be cited on individual task orders.

(End of clause)

52.232-4008 DESIGNATED BILLING OFFICE (APR 1989 CESAS-RM)

The designated billing office will be determined by location of work contained within each task order and will be shown in Block 14 of the DD 1155, "Order for Supplies and Services".

(End of Clause)

52.232-4009 DESIGNATED PAYMENT OFFICE (AUG 1998 CESAS-RM-F)

Payment will be made by:

U.S. Army Corps of Engineers Finance Center

ATTN: CEFC-AO-P

5720 Integrity Drive

Millington, TN 38054-5005

(End of clause)

52.232-5000 PAYMENT FOR MATERIALS DELIVERED OFF-SITE (MAR 1995)—EFARS

(a) Pursuant to FAR clause 52.232-5, Payments Under Fixed Priced Construction Contracts, materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited to: (1) materials required by the technical provisions; or (2) materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.

(b) Such payment will be made only after receipt of paid or receipted invoices or invoices with canceled check showing title to the items in the prime contractor and including the value of material and labor incorporated into the item. In addition to petroleum products, payment for materials delivered off-site is limited to the following items:

____NONE____

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 20 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the

amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

(End of clause)

52.236-4015 PRECONSTRUCTION CONFERENCE (OCT 1988 SAS) (Ref. FAR 36.305)

(a) A preconstruction conference will be arranged by the Area/Resident Engineer after award of contract and before commencement of work. The Area/Resident Engineer will notify the Contractor of the time and date set for the meeting. At this conference, the Contractor shall be oriented with respect to Government procedures and line of authority, contractual, administrative, and construction matters.

(b) The Contractor shall bring to this conference, in completed form, a Certificate of Insurance, plus the following items in either completed or draft form:

- Accident Prevention Plan (5 copies)
(use format shown in Attachment 1 to SECTION 00800)
- Quality Control Plan (5 copies)
- Letter Appointing Superintendent
- Transmittal Register
- Power of Attorney and Certified Copy of Resolution
- Network Analysis System, when applicable
- List of Subcontractors

(c) A letter of record will be written documenting all items discussed at the conference, and a copy will be furnished by the Area/Resident Engineer to all in attendance.

(End of clause)

52.236-4016 VIDEO TAPING OPERATING AND MAINTENANCE INSTRUCTIONS (MAR 1987 SASCD-SQ)

For all of the operating and maintenance instructions which are required in the contract specifications, the Contractor shall video tape these instructions as they are presented to the Government representatives. These tapes shall provide clear and understandable detailed instructions for all items required by the contract specifications. The tapes shall be prepared by an experienced video director/cameraman using good quality half-inch VHS color tape with correct sound equipment, lighting, and backdrop. The sound and picture quality shall be high and subject to approval by the Contracting Officer. The tapes are intended as followup training for other Government representatives at a later date. They must be suitable for this purpose. The Contractor shall be responsible for the contents of the instructions and shall verify that they are correct prior to taping. The Contractor may submit individual equipment manufacturer's instructional tape(s), provided they meet the above qualifications and cover the actual equipment that is installed. The tape(s) shall be for specific equipment identified by contents and contract name and number. The Contractor shall submit one copy of the tape(s) to the Contracting Officer for review and approval. Unacceptable tapes are to be corrected by the Contractor as indicated by the Contracting Officer at no additional cost to the Government.

(End of clause)

52.236-4017 SUBMITTAL OF MODIFICATION COST ESTIMATE PROPOSALS (MAR 1992 SAS)
(Ref. DFARS 52.236-7000)

When submittals of Cost Estimate Proposals are required for additions or deletions to work under this contract by modification, the Contractor shall use DA Form 5418-R titled "Cost Estimate Analysis" (see Attachment 1 to SECTION 00800). A separate assemblage will be prepared for submittal by each trade affected by the proposed work.

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the

Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

52.249-4001 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (APR 1991 OCE)
(Ref. FAR 52.249-10)

(a) This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the contract clause entitled DEFAULT (FIXED-PRICE CONSTRUCTION). In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

(b) The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORKDAYS BASED ON 5-DAY WORK WEEK

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC

To be determined by each task order

(c) Upon acknowledgment of the Notice to Proceed and continuing through-out the contract, the Contractor will record on the daily Contractor Quality Control report the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day in each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph (b) above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather workdays, and issue a modification in accordance with the contract clause entitled DEFAULT (FIXED PRICE CONSTRUCTION).

(End of clause)

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS - EFARS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

- (1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.
 - (2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.
 - (3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.
 - (4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).
 - (5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.
- (End of Clause)

ATTACHMENT 1 TO SECTION 00800

LIST OF ATTACHMENTS

1. Contract Drawings:
2. Rates of Wages:
3. Formats:
 - Fort Bragg Project Sign
 - Army Project Sign
 - Project Sign Legend Defined
 - Project Sign Erection Detail
 - Corps of Engineers Logo
 - Accident Prevention Plan (Ref. FAR 52.236-13 and EM 385-1-1)
 - Construction Quality Control Report
 - Small and Disadvantaged Business Subcontracting Plan
 - Weekly Temporary Electrical Inspection
4. Minimum Standard for Temporary Electrical Service (Ref. FAR 52.236-14)
5. Forms:
 - SAS Form 9 - Activity Hazard Analysis
 - SAD Form 1666a-R Safety Checklist for Crawler-, Truck-, Wheel-, and Ringer-Mounted Cranes
 - SAD Form 1666a-R Safety Checklist for Control of Hazardous Energy (Lockout/Tagout)
 - SAD Form 1666d-R Safety Checklist for Motor Vehicles, Trailers, and Trucks
 - SAD Form 1666d-R Safety Checklist for Safe Access and Fall Protection
 - SAD Form 1666d-R Safety Checklist for Scaffolds - Other Types
 - SAD Form 1666e-R Safety Checklist for Crawler Tractors and Dozers
 - SAD Form 1666e-R Safety Checklist for Cutting/Welding Operations
 - SAD Form 1666e-R Safety Checklist for Demolition Operations
 - SAD Form 1666e-R Safety Checklist for Forms, Falsework, and Concrete Operations
 - SAD Form 1666e-R Safety Checklist for Permit Required Confined Spaces (PRCS)
 - SAD Form 1666e-R Safety Checklist for Personal Protective Equipment
 - SAD Form 1666e-R Safety Checklist for Portable Ladders
 - SAD Form 1666e-R Safety Checklist for Portal, Tower, and Pillar Cranes
 - SAD Form 1666e-R Safety Checklist for Rigging
 - SAD Form 1666e-R Safety Checklist for Sanitation/Housekeeping

ATTACHMENT 1 TO SECTION 00800

LIST OF ATTACHMENTS

SAD Form 1666e-R Safety Checklist for Scaffolds - Metal Frame

SAD Form 1666e-R Safety Checklist for Scrapers, Motor Graders, and Other Mobile Equipment

SAD Form 1666e-R Safety Checklist for Structural Steel Erection

SAD Form 1666e-R Safety Checklist for Tree Work, Maintenance, or Removal Operations

SAD Form 1666e-R Safety Checklist for Trenching and Excavation Competent Person

SAD Form 1666e-R Safety Checklist for Trenching and Excavation Operations

SAD Form 1666f-R Safety Checklist for Crane Inspections

SAD Form 1666g-R Safety Checklist for Material Hoists

SAD Form 1666h-R Safety Checklist for Earth Drilling Equipment

ENG Form 4025 - Transmittal of Shop Drawings, Equipment Data, Material Samples, or Manufacturer's Certificates of Compliance

DA Form 5418-R - Cost Estimate Analysis

DD Form 1354 - Transfer and Acceptance of Military Real Property

DD Form 1547 - Record of Weighted Guidelines Application

Standard Form LLL-A - Disclosure of Lobbying Activities

FB Form 1605 - Directorate of Engineering and Housing Excavation Permits Landfill Permit Application

Ft. Bragg Asbestos Removal, Transportation, and Disposal

Real Property Inventory

General Decision Number NC030009 06/13/2003 NC9

Superseded General Decision No. NC020009

State: North Carolina

Construction Type:
HEAVY

County(ies):
STATEWIDE

SEWER AND WATER CONSTRUCTION PROJECTS AND HEAVY CONSTRUCTION
PROJECTS (excluding Dam construction projects).

Modification Number Publication Date
0 06/13/2003

COUNTY(ies):
STATEWIDE

SUNC2001A 02/12/1990

	Rates	Fringes
BOILERMAKERS:		
Storage Tank Erection/Repair	12.96	4.105
All Other Work:	16.20	4.105
BRICKLAYERS	7.23	
CARPENTERS	6.63	
CEMENT MASONS/FINISHERS	6.11	
ELECTRICIANS	8.56	
FENCE ERECTORS	5.15	
IRONWORKERS	8.20	
LABORERS:		
Unskilled	5.15	
Air Drill Operator	5.92	
Asphalt Rakers	5.15	
Pipelayers	5.17	
MANHOLE BUILDERS	5.81	
MILLWRIGHTS	5.27	
PAINTERS	7.12	
PLUMBERS & PIPEFITTERS	7.42	
POWER EQUIPMENT OPERATORS:		
Asphalt Distributor	5.77	
Asphalt Finisher	5.69	
Asphalt Paver	5.69	
Asphalt Screed	5.69	
Backhoe	6.40	
Boring Machine	5.65	
Bulldozer	5.96	
Crane	7.60	
Dragline	6.34	
Drill	7.23	
Loader	5.79	
Mechanic	7.16	
Motor Grader	6.24	
Roller	5.15	
Scraper, Pan	5.42	

Tractor	5.49
Trenching	6.58
Well Drillers	6.50
TRUCK DRIVERS	5.15
TV & GROUTING TECHNICIANS	9.21

WELDERS - Receive rate prescribed for craft performing operation
to which welding is incidental.

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates
listed under that identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations
indicate unions whose rates have been determined to be
prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a
position on a wage determination matter
- * a conformance (additional classification and rate)
ruling

On survey related matters, initial contact, including requests
for summaries of surveys, should be with the Wage and Hour
Regional Office for the area in which the survey was conducted
because those Regional Offices have responsibility for the
Davis-Bacon survey program. If the response from this initial
contact is not satisfactory, then the process described in 2.)
and 3.) should be followed.

With regard to any other matter not yet ripe for the formal
process described here, initial contact should be with the Branch
of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an
interested party (those affected by the action) can request
review and reconsideration from the Wage and Hour Administrator
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

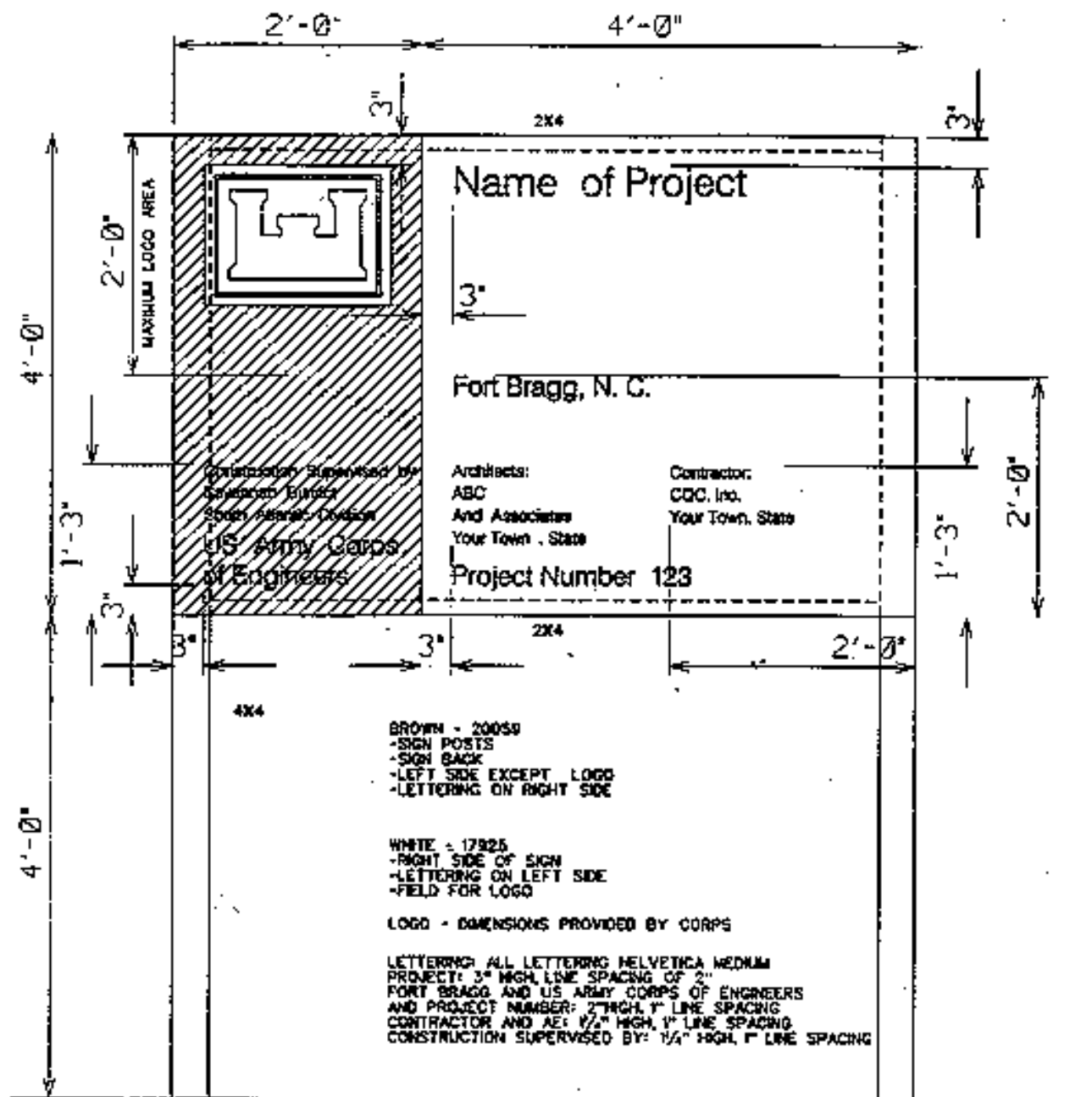
Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

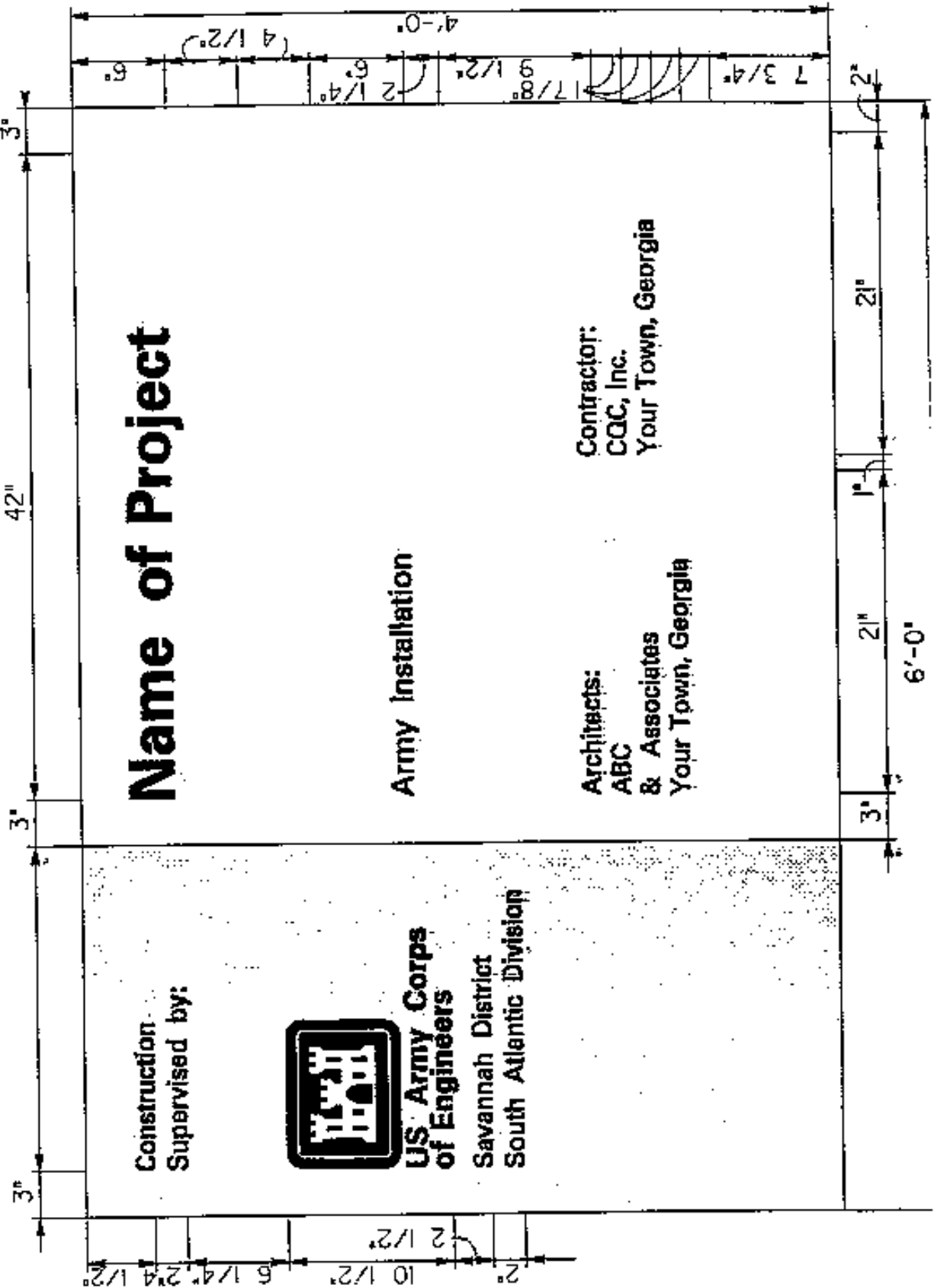
3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION



PROJECT SIGN FOR SAVANNAH MANAGED DESIGNS



PROJECT SIGN LEGEND DEFINED

Legend Group 1: The words:

"Construction Supervised by:"	or	"Design and Construction Supervised by:"
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shall be placed on two lines using black, 1.25" Helvetica regular typeface. Maximum line length is 19".

10.5" Reverse Signature: The Corps symbol shall be a 10.5" white reverse signature using a 6" castle on a red background. The castle and surrounding border lines shall be white. The castle windows, door, and logo background are to be red. The words "U.S. Army Corps of Engineers" shall be black.

Legend Group 2: The words:

"Savannah District
South Atlantic Division"

shall be placed on two lines below the 10.5" reverse signature, using black, 1.25" Helvetica regular typeface.

Legend Group 3: The "Name of Project" shall be placed on one to three lines using white 3" Helvetica bold typeface. Maximum line length is 42".

Legend Group 4: The "Army Installation" shall be a one or two line identification of the facility or name of the sponsoring department. Lettering is to be white, 1.5" Helvetica regular typeface. Maximum line length is 42".

NOTE: Cross-align the first line of legend group 4 with the first line of the Corps signature (U.S. Army Corps) as shown.

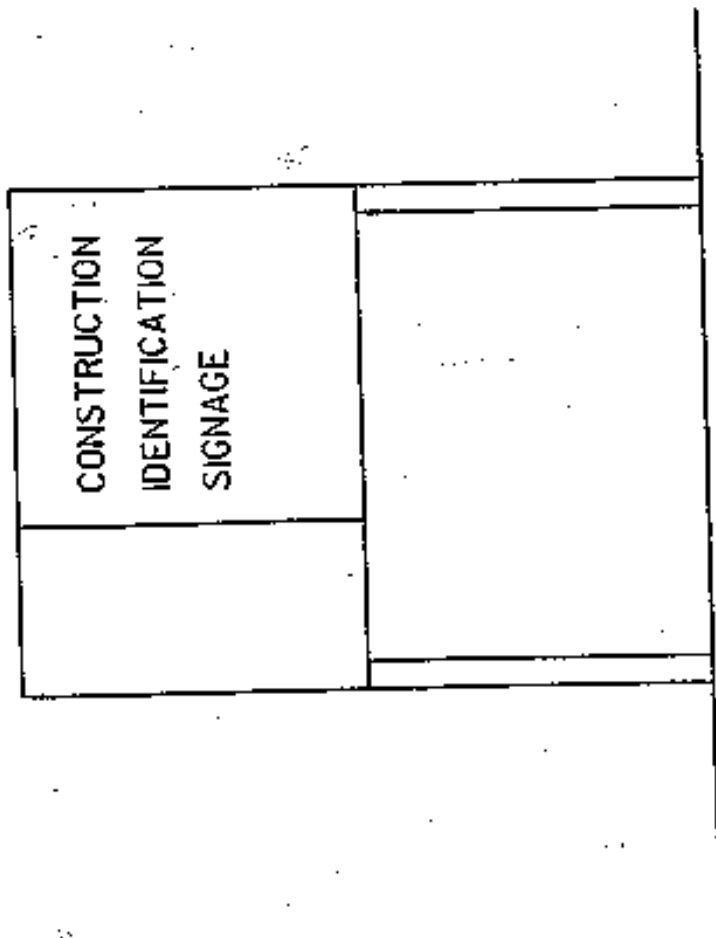
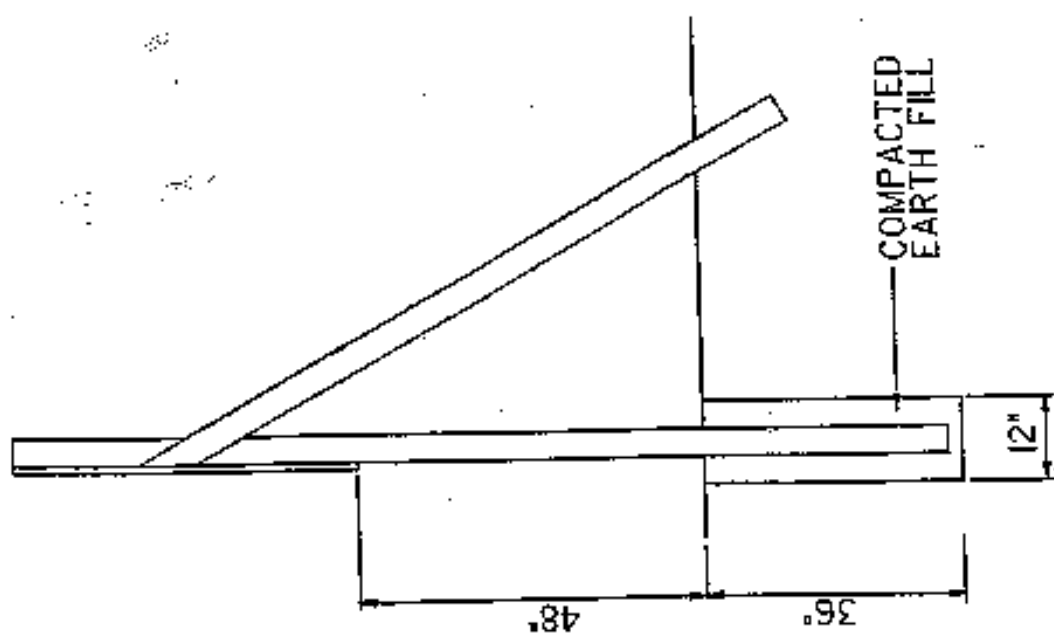
Legend Group 5a: The words:

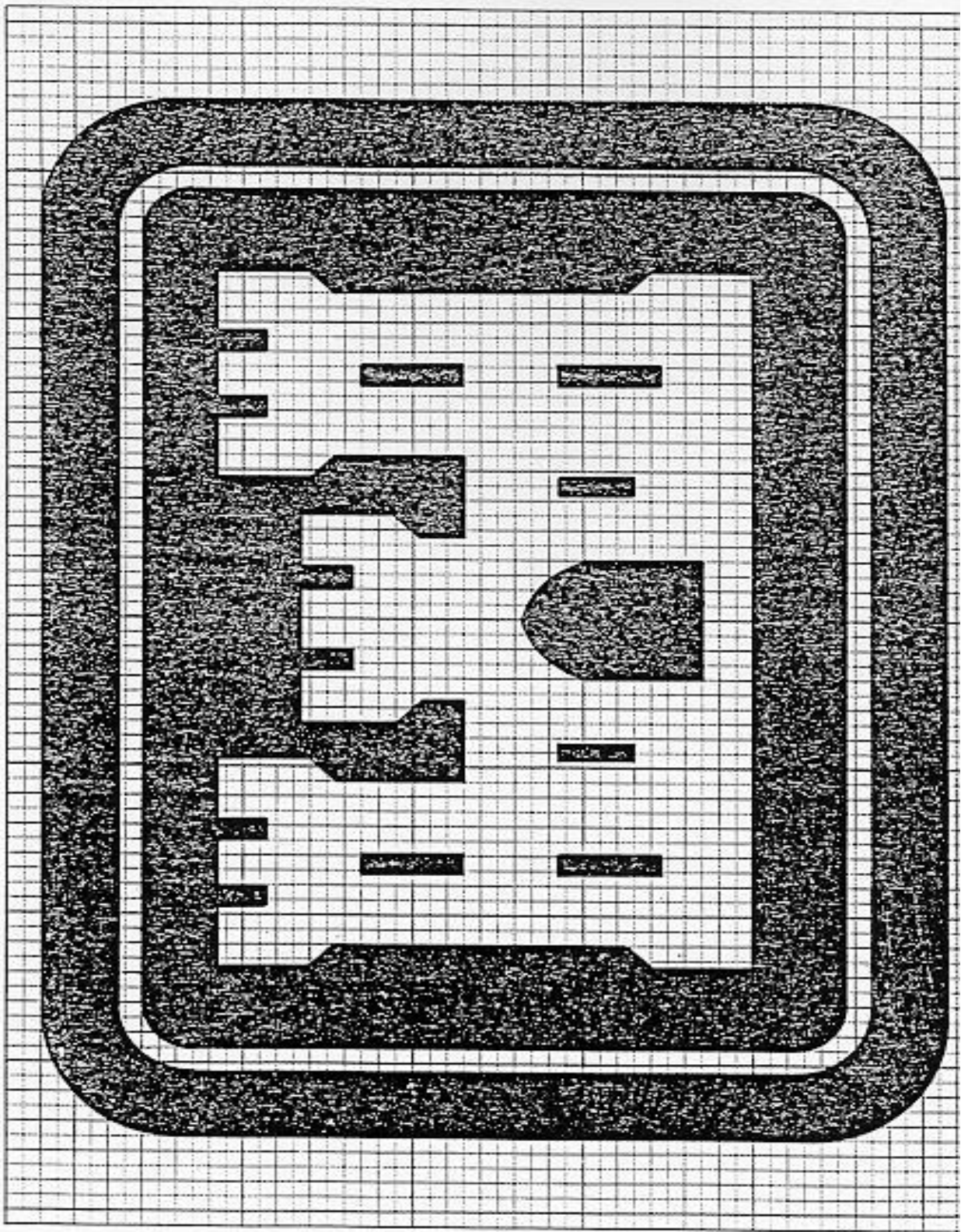
"Architects:" or "Engineers:" or "Architect-Engineers:"

shall be a one to five line identification of the prime architect or engineering corporate or firm name, city, and State. Lettering shall be white, 1.25" Helvetica regular typeface. Maximum line length is 21".

Legend Group 5b: The "Contractor:" shall be a one to five line identification of the prime Contractor corporate or firm name, city, and State. Include type of Contractor, i.e. General Contractor, etc. Lettering shall be white, 1.25" Helvetica regular typeface. Maximum line length is 21".

NOTE: All typography shall be flush left and rag right, upper and lower case with initial capitals only as shown.





CORPS OF ENGINEERS LOGO
HALF SIZE

FORMAT
(Ref. FAR 52.236-13 and EM 385-1-1 dated 3 Sep 96)
ACCIDENT PREVENTION PLAN

MINIMUM BASIC OUTLINE FOR ACCIDENT PREVENTION PLAN

An accident prevention plan is, in essence, a safety and health policy and program document. The following areas are typically addressed in an accident prevention plan, but a plan shall be job specific and shall also address any unusual or unique aspects of the project or activity for which it is written. The accident prevention plan shall interface with the employer's overall safety and health program. Any portions of the overall safety and health program that are referenced in the accident prevention plan shall be included as appropriate.

1. SIGNATURE SHEET. Title, signature, and phone number of the following:

- a. Plan preparer (corporate safety staff person, QC);
- b. Plan approval, e.g., owner, company president, regional vice president (HTRW activities require approval of a Certified Industrial Hygienist (or qualified Industrial Hygiene personnel for in-house USACE activities; a Certified Safety Professional (or qualified USACE safety personnel for in-house work) may approve the plan for operations involving UST removal where contaminants are known to be petroleum, oils, or lubricants);
- c. Plan concurrence (provide concurrence of other applicable corporate and project personnel (contractor)), e.g., Corporate Chief of Operations, Corporate Chief of Safety, Corporate Industrial Hygienist, project manager or superintendent, project safety professional, project QC. The plan will be developed by qualified personnel (plan preparer) and will be signed by a competent person (plan concurrence) and a representative of the prime contractor's project management team (plan approval).

2. BACKGROUND INFORMATION. List the following:

- a. Contractor;
- b. Contract number;
- c. Project name;
- d. Brief project description, description of work to be performed, and location (map);
- e. Contractor accident experience (provide information such as EMR, OSHA 200 Forms, corporate safety trend analyses);
- f. Listing of phases of work and hazardous activities requiring activity hazards analyses.

3. STATEMENT OF SAFETY AND HEALTH POLICY. (In addition to the corporate policy statement, a copy of the corporate safety program may provide a

significant portion of the information required by the accident prevention plan.)

4. RESPONSIBILITIES AND LINES OF AUTHORITIES.

a. Identification and accountability of personnel responsible for safety - at both corporate and project level (contracts specifically requiring safety or industrial hygiene personnel should include a copy of their resume - the District Safety and Occupational Health Office will review the qualifications for acceptance). For items in EM 385-1-1 which require the use of a competent person or a qualified person, the contractor is to maintain documentation demonstrating the competence or qualification of that individual.

b. Lines of authority

5. SUBCONTRACTORS AND SUPPLIERS. Provide the following:

- a. Identification of subcontractors and suppliers (if known);
- b. Means for controlling and coordinating subcontractors and suppliers;
- c. Safety responsibilities of subcontractors and suppliers.

6. TRAINING.

a. List subjects to be discussed with employees in safety indoctrination.

b. List mandatory training and certifications which are applicable to this project (e. g., explosive actuated tools, confined space entry, crane operator, diver, vehicle operator, HAZWOPER training and certification, personal protective equipment) and any requirements for periodic retraining/recertification.

c. Identify requirements for emergency response training.

d. Outline requirements (who attends, when given, who will conduct etc.) for supervisory and employee safety meetings.

e. Identify location at the project site where the records will be maintained.

7. SAFETY AND HEALTH INSPECTIONS. Provide details on:

a. Who will conduct safety inspections (e.g., project manager, safety professional, QC, supervisors, employees, etc.), when inspections will be conducted, how the inspections will be recorded, deficiency tracking system, follow-up procedures, etc;

b. Any external inspections/certifications which may be required (e.g., Coast Guard).

8. SAFETY AND HEALTH EXPECTATIONS, INCENTIVE PROGRAMS, AND COMPLIANCE.

a. The company's written safety program goals, objectives, and accident experience goals for this contract should be provided.

b. A brief description of the company's safety incentive programs (if any) should be provided.

c. Policies and procedures regarding noncompliance with safety requirements (to include disciplinary actions for violation of safety requirements) should be identified.

d. Provide written company procedures for holding managers and supervisors accountable for safety.

9. ACCIDENT REPORTING. The contractor shall identify who shall complete the following, how, and when:

- a. Exposure data (man-hours worked);
- b. Accident investigations, reports and logs;
- c. Immediate notification of major accidents.

10. MEDICAL SUPPORT. Outline on-site medical support and off-site medical arrangements.

11. PERSONAL PROTECTIVE EQUIPMENT. Outline procedures (who, when, how) for conducting hazard assessments and written certifications for use of personal protective equipment.

12. PLANS (PROGRAMS, PROCEDURES) REQUIRED BY THE SAFETY MANUAL (as applicable).

- a. Hazard communication program (01.B.04);
- b. Emergency response plans:
 - procedures and tests (01.E.01)
 - spill plans (01.E.01, 06.A.02)
 - fire fighting plan (01.E.01, 19.A.04)
 - posting of emergency telephone numbers (01.E.04)
 - wildfire prevention plan (09.K.01)
 - man overboard/abandon ship (19.A.04)
- c. Layout plans (04.A.01);
- d. Respiratory protection plan (05.E.01);
- e. Health hazard control program (06.A.02);
- f. Lead abatement plan (06.B.05 & specifications);
- g. Asbestos abatement plan (06.B.05 & specifications);
- h. Abrasive blasting (06.H.01);
- i. Confined space (06.1);
- j. Hazardous energy control plan (12.A.07);
- k. Critical lift procedures (16.C.17);

- 1. Contingency plan for severe weather (19.A.03);
- m. Access and haul road plan (22.1.10);
- n. Demolition plan (engineering and asbestos surveys) (23.A.01);
- o. Emergency rescue (tunneling) (26.A.05);
- p. Underground construction fire prevention and protection plan (26.D.01);
- q. Compressed air plan (26.1.01);
- r. Formwork and shoring erection and removal plans (27.B.02);
- s. Lift slab plans (27.D.01);
- t. SHP and SSHP (for HTRW work an SSHP must be submitted and shall contain all information required by the accident prevention plan - two documents are not required (28.B.01);
- u. Blasting plan (29.A.01);
- v. Diving plan (30.A.13);
- w. Plan for prevention of alcohol and drug abuse (Defense Federal Acquisition Regulation Supplement Subpart 252.223-7004, Drug-Free Work Force).

13. The Contractor shall provide information on how they will meet the requirements of major sections of EM 385-1-1 in the accident prevention plan. Particular attention shall be paid to excavations, scaffolding, medical and first aid requirements, sanitation, personal protective equipment, fire prevention, machinery and mechanized equipment, electrical safety, public safety requirements, and chemical, physical agent, and biological occupational exposure prevention requirements. Detailed site-specific hazards and controls shall be provided in the activity hazard analysis for each phase of the operation. Site-specific hazards are those hazards which would be reasonably be anticipated to occur on the construction site of concern and will be identified through analysis of the activities to be performed. The controls are measures which will be implemented by the contractor to eliminate or reduce each hazard to an acceptable level.

SAMPLE

SMALL AND DISADVANTAGED BUSINESS SUBCONTRACTING PLAN

BETTER BUILDERS, INC.

DATE: June 29, 2004

SOLICITATION NO. W912HN-0X-X-XXXX

TITLE: Barracks Complex, Fort Swampy, Georgia

Type of Work: Design and Construction

In accordance with applicable contract clauses of the solicitation noted above, Better Builders, Inc. submits the following Small Business Subcontracting Plan (includes small, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns).

It is company policy to follow all public laws including P.L. 99-661, Section 1207, P.L. 100-180, Section 806, P.L. 105-135 and P.L. 106-50. We have informed all purchasers to follow these laws in hiring subcontractors and buying materials.

1. The following goals (expressed in terms of percentages of the total dollars available for subcontract/purchase order award) would be applicable to a contract awarded under the cited solicitation. You must also provide the dollar amounts for each of the goals listed below.
 - a. Total Proposed Contract Amount: \$26,961,000
 - b. Total amount available for Subcontract award: \$18,300,000
 - c. Large Business: \$7,832,400 – 42.8%
 - d. Total amount to be subcontracted to all small business: \$10,467,600 - 57.2%
 - e. Small Disadvantaged Business: \$1,628,700 – 8.9%
 - f. Women-Owned Small Business: \$1,482,300 – 8.1%
 - g. Service-Disabled Veteran-Owned Small Business: \$549,000 - 3%
 - h. HUBZone Small Business: \$549,000 – 3%

- i. Veteran Owned Small Business: ***See NOTE below.**
- j. There are no options in this solicitation. (***NOTE: If there are options in the solicitation you must provide the same information as listed in paragraph 1 a-h for each option year/period.***)
- k. Indirect and overhead costs have not been included in the goals specified in this section for amounts available for subcontract/purchase order award.
- l. Consideration was given to HCBU/MI's but no opportunities were found to be included in the small disadvantaged business goals.

NOTE: *FAR 52.219-9 requires a goal in your subcontracting plan for Veteran-Owned small business concerns. While Savannah District does not have a specific goal for subcontracting with Veteran-Owned small business, it must be addressed in any subcontracting plan.

2. The following principal products and/or services will be subcontracted under this contract, and the distribution among all small business concerns are as follows:

	LB	SB	VOSB	SDVOSB	HUBZone	SDB	WOSB
Windows		X					
Storm Doors		X					
Plumbing		X					
Materials			X				
Equipment			X				
Asphalt				X			
Electrical				X			
Doors				X			
Window Treatment					X		
HVAC					X		
Concrete					X		
Vinyl Siding						X	
Insulation						X	
Gutters						X	
Carpentry							X
Fencing							X

NOTE: Company names should be provided for each product and/or service listed.

The following method was used in developing our subcontracting goals: (1) all areas of potential subcontract work were determined to be available for subcontract award to all types of small business concerns, and (2) will be actively recruited for participation through the many sources described hereinafter.

3. The following individual will administer this Subcontract Plan on behalf of Better Builders, Inc.:

Name: Freddie Better

Title: Executive Vice President

Address and Telephone Number: 4845 Tonka Drive
Fair Haven, CT 27413
800-621-4845

The individual's specific duties with regard to the conduct of our firm's Subcontracting Plan will include, but will not be limited to the following:

- a. Developing and maintaining bidders lists of all types of small business concerns using sources such as the Dynamic Small Business Search developed by the Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, Local Minority Business Development Centers and Minority Contractor Associations, and the General Business Services Center in the project's Standard Metropolitan Statistical Area.
- b. Assuring the inclusion of all types of small business concerns in all solicitations for products or services which they are capable of providing; and ensuring that all solicitations are structured to permit the maximum possible participation by all types of small business concerns.
- c. Establishing and maintaining records of all solicitations and subcontract awards to all types of small business concerns to ensure that the members of the firm who review bidders proposals document their reasons for selecting or not selecting a bid.
- d. Preparing and submitting the Subcontracting Report for Individual Contracts (SF 294) and the Summary Subcontract Report (SF 295) in accordance with the instructions provided on the forms, and coordinating and preparing for all compliance reviews by Federal agencies.
- e. Conducting or arranging for all other activities necessary to further the intent and attainment of goals of the Plan to include motivational training of the firm's purchasing personnel attendance at workshop, seminars and trade fairs conducted by or on behalf of all types of small business concerns, and general cooperation with members of these concerns or their representatives.

4. The following steps will be taken to ensure that all types of small business concerns receive notice and have an equitable opportunity to compete for intended awards of subcontracts and/or purchase orders for the products and/or services described in paragraph 2 above:

a. Sources will be requested through the Dynamic Small Business Search, business development organizations, small business trade associations and at small business procurement conferences; sources will be contacted and bidding materials will be provided to all responding parties with interest.

b. Internally, motivational training will be conducted to guide and encourage purchasing personnel; source lists and guides to all types of small business concerns will be maintained and utilized by purchasing personnel while soliciting subcontracts and purchase orders; activities will be monitored to ensure sufficient time is allowed for interested bidders to prepare their bids and to evaluate continuing compliance with this Subcontracting Plan.

5. Better Builders, Inc. agrees that the clause entitled "Utilization of Small Business Concerns" will be included in all subcontracts which offer further subcontracting opportunities. All subcontractors, except small business concerns, who receive subcontracts in excess of \$500,000 (\$1,000,000 in the case of construction) will be required to adopt and comply with a subcontracting plan similar to this one. Such plans will be reviewed to assure that all minimum requirements of an acceptable subcontracting plan have been satisfied.

The acceptability of goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of all potential small business and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports or, as time and availability of funds permit, periodic visits to subcontractor's facilities to review applicable records and subcontracting program progress.

6. Better Builders, Inc. agrees to submit such periodic reports and cooperate in any studies or surveys as may be required by the Contracting agency or the Small Business Administration in order to determine the extent of compliance by the offeror with the subcontracting plan and with the clause entitled "Utilization of Small Business Concerns" contained in the solicitation.

7. Better Builders, Inc. agrees to maintain at least the following types of records to document compliance with this Subcontracting Plan:

a. The names of all organizations, agencies, and associations contacted for all small business sources, along with records of attendance at conferences, seminars and trade fairs where additional sources were developed.

b. Source lists, guides, and other data identifying all types of small business concerns

c. Records on all subcontract solicitations, on a contract-by-contract basis, indicating (1) whether all types of small business concerns were solicited, and if not, why not; and (2) the reasons for the failure of all solicited small businesses to receive a subcontract award.

d. Records of all subcontract award data, to include subcontractor's name and address, to be kept on a contract-by-contract basis.

e. Minutes of internal motivational and training meetings held for the guidance and encouragement of purchasing personnel, and records of all monitoring activities performed for compliance evaluation.

f. Copies of SF 294 and SF 295 showing date and place of filing and copies of all other reports or results of reviews conducted by the contracting agency or other interested agencies of the Federal government to monitor our compliance with this Subcontracting Plan.

In closing Better Builders, Inc. states that it will be the policy of Better Builders, Inc. to afford every practicable opportunity to all types of small business concerns to participate in construction contracts awarded to Better Builders, Inc. by the Federal Government to ensure that equitable opportunity is provided to all types of small business concerns to compete for award of subcontracts and purchase orders, and to diligently pursue the achievement of our goals by participation of all types of small business concerns in the dollars available for subcontract/purchase order award under the solicitation.

BY _____

DATE _____

Signature

Title, and Company Name

Contract Specialist

DATE _____

Approval Recommended

SADBU

DATE _____

Approve/Disapprove

Contracting Officer

DATE _____

Approve/Disapprove

Procurement Center Representative
Small Business Administration

DATE _____

F O R M A T

CONTRACTOR'S NAME
(Address)

CONSTRUCTION QUALITY CONTROL REPORT

Date: _____ Report No. _____

Contract No.: _____

Description and Location of Work: _____

WEATHER: (Clear)(P. Cloudy)(Cloudy); Temperature: ____Min, ____Max;
Rainfall ____Inches

Contractor/Subcontractors and Area of Responsibility

- a. _____
- b. _____
- c. _____
- d. _____
- e. _____
- f. _____
- g. _____
- h. _____

1. Work Performed Today:

(Indicate location and description of work performed. Refer to work performed by prime and/or subcontractors by letter in table above.)

2. Results of Control Activities:

(Indicate whether: P-Preparatory, I-Initial, or F-Followup and include satisfactory work completed or deficiencies with action to be taken.)

3. Test Required by Plans and/or Specifications Performed and Results of Tests:

4. Monitoring of Materials and Equipment:

5. Offsite Surveillance Activities:

6. Job Safety:

(Daily comment required.)

7. Remarks:

- a. (Cover any conflicts in plans, specifications or instructions.)
- b. (Action taken in review of submittal.)
- c. (Verbal instructions received.)

Inspector

CONTRACTOR'S VERIFICATION:

The above report is complete and correct and all material and equipment used and work performed during this reporting period are in compliance with the contract plans and specifications except as noted above.

Contractor's Approved
Authorized Representative

WEEKLY TEMPORARY ELECTRICAL INSPECTION

Week ending _____

Contract No. _____

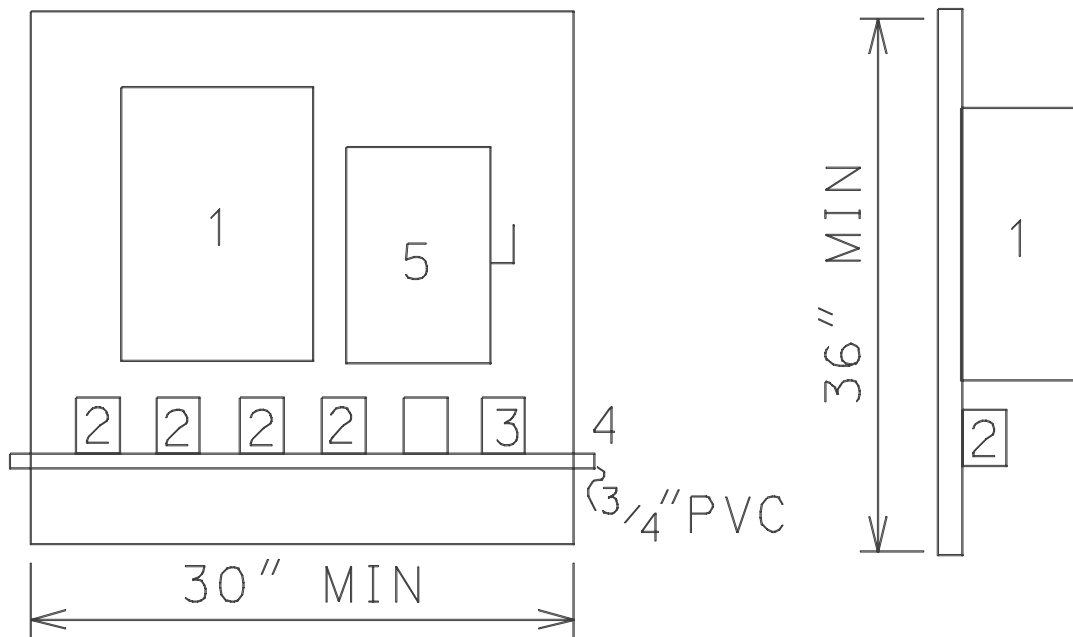
Contract Description _____

The following items were inspected in accordance with requirements in National Electrical Code and Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1.

1. Wire (size, type, condition).
2. Systems and devices (polarity, continuity of ground, resistance to ground).
3. Resistance of ground rods (25 OHMS) measured and recorded.
4. Check GFI for 15/20 amp 120 volt circuits.
5. Plugs and receptacles (type, NEMA rating).
6. Circuit breakers and disconnect (size, type, weatherproof).
7. Extension cords (type, UL listed, insulation condition, splices, location).
8. Open wiring on insulators, nonmetallic sheathed cable, outside clearance (600 volts or less), Festoon lighting (as applicable).

Signature Electrician/Electrical Engineer

MINIMUM STANDARD FOR TEMPORARY ELECTRICAL SERVICE



(DIMENSIONS ARE APPROXIMATE)

A. The backboard for temporary service shall consist of not less than 1/2 inch plywood of exterior grade.

B. Numbers above correspond to the item below:

Item 1 - NEMA 3R circuit breaker type panelboard. This panelboard shall consist of 1 two-pole 60 amp main circuit breaker, 4* one pole 20 AMP branch circuit breakers, and 1* two pole 20 AMP branch circuit breaker. Breakers shall meet Federal Specifications Standards for Class 1A breakers and shall be plug-in type. (*Number of breakers to be adjusted to suit the job requirements.)

Item 2 - Duplex grounding type convenience outlets in standard utility type outlet boxes with covers, meeting the NEC and NEMA requirements for wet locations. Connections to the branch circuit breakers shall be grounded by two conductors #12 NMC cable.

Item 3 - (Optional) A single three-conductor grounding type outlet rated for 250 volt service meeting the NEC and NEMA requirements for wet locations. Connections from this outlet to the two pole breaker shall be by two conductor grounded type NMC cable.

Item 4 - 3/4 inch PVC. This shall be used to support extension cords.

Item 5 - NEMA 3R service disconnect safety switch - 60 amp minimum.

C. The panelboard shall be grounded by #6 copper wire connected to a 3/4 inch by 10-foot long ground rod.

D. Service to the panel shall consist of three copper conductor #6 minimum service entrance cable. This cable may enter the top or side of the panelboard.

E. Periodic inspections of systems and devices will be made by the Contractor at intervals not to exceed 1 week, and a report will be submitted indicating the results.

F. All receptacle outlets that provide temporary electrical power during construction, remodeling, maintenance, repair, or demolition shall have ground-fault circuit-interrupter (GFCI) protection for personnel. GFCI protection shall be provided on all circuits serving portable electric hand tools or semi-portable electric power tools (such as block/brick saws, table saws, air compressors, welding machines, and drill presses). See EM 385-1-1 for exceptions.

G. Per EM 385-1-1 all temporary power distribution systems shall be submitted to the field office before installation.

ACTIVITY HAZARD ANALYSIS

1. Phase of Construction		
2. Location	3. Contract No.	4. Project
5. Prime Contractor	6. Date of Preparatory	7. Estimated Start Date
Potential Safety Hazard	Procedure to Control Hazard	
8. Contractor's Representative (signature)	9.	

SAFETY CHECKLIST FOR CRAWLER-, TRUCK-, WHEEL-, AND RINGER-MOUNTED CRANES

Contract # and title:				
Equipment name & number: owned or leased?				
Contractor:		Subcontractor:		
Contract Inspector:		Date inspected:		
This checklist references EM 385 1-1, revised 3 November 2003		Yes	No	N/A
1. Unless the manufacture has specified an on-rubber rating, outriggers will be fully extended and down? (16.D.10)				
2. Are lattice boom cranes equipped with a boom angle indicator, load indicating device, or a load moment indicator? (16.D.01)				
3. Are lattice boom and hydraulic cranes equipped with a means for the operator to visually determine levelness? (16.D.02)				
4. Are lattice boom and hydraulic cranes, except articulating booms cranes, equipped with drum rotation indicators located for use for the operator? (16.D.03)				
5. Are lattice boom and hydraulic mobile cranes equipped with a boom angle or radius indicator within the operator's view? (16.D.04)				
6. Are lattice boom cranes, with exception of duty cycle cranes, equipped with an anti-two blocking device? (16.D.04)				
7. When duty cycle machines are required to make a non-duty lift, is the crane equipped with an international orange warning device and is a signal person present? (16.D 05)				
8. Are the following with the crane at all times: (16.C.02) a. The manufacturer's operating manual? b. The load-rating chart? c. The crane's logbook documenting use, maintenance, inspections and tests? d. Operating manual for crane operator aids used on the crane.				
9. Are the following on the project site: a. Completed periodic inspection report prior to initial work? (16.C.12) b. Pre-operational checklist used for daily inspection? (16.C.12) c. Written reports of the operational performance test? (16.C.13) d. Written reports of the load performance test? (16.C.13)				
10. Are all operators physically qualified to perform work? (16.C.05)				
11. Are all operators qualified by written/oral and practical exam or by appropriate licensing agency for the type crane they are to operate? (16.C.05)				
12. Is the crane designed and constructed IAW the standards listed in Table 16-1? (16.C.06)				
13. Is a hazard analysis for set-up and set-down available? (16.C.08)				

SAFETY CHECKLIST FOR CRAWLER-, TRUCK-, WHEEL-, AND RINGER-MOUNTED CRANES

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
14. Are accessible areas within the swing radius of the rear of the crane barricaded? (16.C.09)			
15. Are there at least 3 wraps of cable on the drum? (16.C.10)			
16. Are the hoisting ropes installed IAW the manufacturer's recommendations? (16.C.10)			
17. Are critical lift plans available? (16.C.18)			
18. Are minimum clearance distance for high voltage lines posted at the operator's position? (11.E.04)			
19. Do older lattice boom cranes with anti-two block warning devices in lieu of anti-two block devices have manually activated friction brakes? (16.D.05)			
20. Is the slow moving emblem used on all vehicles which by design move at 25 MPH or less on public roads? (08.A.04)			
21. Are all vehicles which will be parked or moving slower than normal traffic on haul roads equipped with a yellow flashing light or flasher visible from all directions? (16.A.13)			
22. Is all equipment to be operated on public roads provided with: (16A.07) a. Headlights? b. Brake lights? c. Taillights? d. Back-up lights? e. Front and rear turn signals?			
23. Are seat and seat belts provided for the operator and each rider on equipment? (16.A.07 and 16.B.08)			
24. Is all equipment with windshields equipped with powered wipers and defogging or defrosting devices? (16.A.07)			
25. Is the glass in the windshield or other windows clear and unbroken to provide adequate protection and visibility for the operator? (16.A.07, 16.B.10)			
26. Is all equipment equipped with adequate service brake system and emergency brake system? (16.A.18)			
27. Are areas on equipment where employees walk or climb equipped with platforms, foot walks, steps, handholds, guardrails, toeboards and non-slip surfaces? (16.B.03)			
28. Is all self-propelled equipment equipped with automatic, audible, reverse signal alarms? (16.B.01)			
29. Is there a record of manufacturer's approval of any modification of equipment which affects its capacity or safe operation? (16.A.19)			
30. Are truck and crawler cranes attached to a barge or pontoon by means of a tie-down system with some slack? Movement during lifting is not permitted. (16.F.08)			

SAFETY CHECKLIST FOR CRAWLER-, TRUCK-, WHEEL-, AND RINGER-MOUNTED CRANES

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
31. Have the following conditions been met for land cranes mounted on barges or pontoons: (16.F.06) a. Have load ratings been modified to reflect the increased loading from list, trim, wave, and wind action? b. Are all deck surfaces above the water? c. Is the entire bottom area of the barge or pontoon submerged? d. Are tie downs available? e. Are cranes blocked and secured?			
32. Are all belts, gears, shafts, spindles, drums, flywheels, or other rotating parts of equipment guarded where is a potential for exposure to workers? (16.B.03)			
33. Is the area where the crane is to work level, firm and secured? (16.A.10)			
34. Is a dry chemical or carbon dioxide fire extinguisher rated at least 5-B:C on the crane? (16.A.34)			
35. Are trucks, for truck-mounted cranes, equipped with a working reverse signal alarm? (16.B.01)			
36. Is a signal person provided where there is danger from swinging loads, buckets, booms, etc.? (16.B.02)			
37. Is there adequate clearance from overhead structures and electrical sources for the crane to be operated safely? (16.C.09)			
38. Is there adequate lighting for night operations? (16.C.19)			
39. Has the boom stop test on cable-supported booms been performed? (16.D.06)			
40. Is the boom disengaging device functioning as required? (16.D.06)			
41. Has all rigging and wire rope been inspected? (Section 15)			
42. Remarks:(Enter actions taken for all “no” answers.)			

SAFETY CHECKLIST FOR CRAWLER-, TRUCK-, WHEEL-, AND RINGER-MOUNTED CRANES

42. (cont.) Remarks:(Enter actions taken for all “no” answers.)			
This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR CONTROL OF HAZARDOUS ENERGY (LOCKOUT/TAGOUT)

Contractor # and title:			
Equipment name & number: Owned or leased?			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
This checklist references EM 385 1-1, revised 3 November 2003		Yes	No
1. Has the hazardous emergency control plan been submitted to the designated authority for acceptance? (12.D.02)			
2. Do systems with energy isolating devices which are capable of being locked out utilize locking devices to control hazardous energy? (12.D.06)			
3. If locking devices are not used, have the following criteria been met? a. The use of locking control devices would entail burdens that exceed any advantage to the use of tag out devices? b. The use of tag out devices will provide full employees protection? c. All affected employees can and will be informed that tag out is being used in lieu of lockout? (12.D.06)			
4. Does the aforementioned plan clearly and specifically outline the scope, purpose, authorization, rules and techniques to be utilized? (12.A.07)			
5. Has training been conducted to ensure employees understand the hazardous energy procedures and possess the knowledge and skills required for the safe application, usage, and removal of emergency controls? (12.B.01)			
6. Have daily inspections been conducted and documented to ensure all requirements of the hazardous energy procedures are being followed? (12.C)			
7. Are lockout and tagout devices capable of withstanding the environments to which they are exposed for the maximum period of time the exposure is expected and do they identify the employee applying the device? (12.D.01)			
8. In addition to the requirements established in 12.D.01, are lockout devices substantial enough to prevent removal without the use of excessive force or unusual techniques? (12.D.02)			
9. Do tagout devices meet the following requirements: (12.D.03a-d) a. Have a standardized (with a project) printed format b. Constructed and printed so that exposure to weather conditions, wet or damp locations, or corrosive environments will not cause the tag to deteriorate or the message to become illegible.			

SAFETY CHECKLIST FOR CONTROL OF HAZARDOUS ENERGY (LOCKOUT/TAGOUT)

This checklist references EM 385 1-1, revised 3 November 2003		Yes	No	N/A
9. (cont.) Do tagout devices meet the following requirements: (12.D.03a-d)				
a. Attached by means of a non-releasable, substantial enough to prevent removal, attachable by hand, self-locking, non-releasable, with a minimum strength 50 lbs. And, be at least equivalent to a one-piece, nylon tie.				
b. Warn against the hazardous condition resulting from system energization and include a legend such as DO NOT START, DO NOT OPEN, DO NOT CLOSE, DO NOT ENERGIZE, DO NOT OPERATE, etc.				
10. Remarks: (Enter actions taken for “no” answers)				
<p>This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.</p>				
Contractor inspector signature				
Contractor QC/safety officer/project manager signature				

SAFETY CHECKLIST FOR CONTROL OF HAZARDOUS ENERGY (LOCKOUT/TAGOUT)

SAFETY CHECKLIST FOR MOTOR VEHICLES, TRAILERS, AND TRUCKS

Contract # and title: Owned or leased?			
Equipment name & number:			
Contractor:	Subcontractor:		
Contractor inspector:	Date inspected:		
This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
1. Are records of safety inspections of all vehicles available? (18.A.02)			
2. Are all vehicles to be operated between sunset and sunrise equipped with: (18.A.04) a. 2 headlights? b. Taillights and brake lights? c. Front and back turn signals? d. 3 emergency flares, reflective markers, or equivalent portable warning devices?			
3. Are vehicles, except trailers or semi-trailers having a gross weight of 5000 lbs or less, equipped with service brakes and manually operated parking brakes? (18.A.05)			
4. Are service brakes on trailers and semitrailers controlled from the driver's seat of the prime mover? (18A.05)			
5. Does the vehicle have: (18.A.06) a. An operable speedometer? b. An operable fuel gage? c. An operable audible warning device (horn)? d. A windshield & adequate windshield wiper? e. An operable defroster and defogging device? f. An adequate rearview mirror? g. A cab, cab shield, and other protection to protect the driver from the elements and falling or shifting materials? h. Non-slip surfaces on steps? i. A power-operated starting device?			
6. Is all the glass safety glass and is all broken or cracked glass replace? (18.A.07)			
7. Do trailers meet the following: (18A.08) a. Are all towing devices adequate for the weight drawn? b. Are all towing devices properly mounted? c. Are locking devices or a double safety system provided on every 5th wheel mechanism and tow bar arrangement to prevent accidental separation?			

SAFETY CHECKLIST FOR MOTOR VEHICLES, TRAILERS, AND TRUCKS

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
7. (cont.) Do trailers meet the following: (18A.08) a. Are all towing devices adequate for the weight drawn? b. Are all towing devices properly mounted? c. Are locking devices or a double safety system provided on every 5th wheel mechanism and tow bar arrangement to prevent accidental separation? d. Are trailers coupled with safety chains or cables to the towing vehicle? e. Are trailers equipped with the power brakes equipped with a breakaway device which will lock-up the brakes in the event the trailer separates from the towing vehicle?			
8. Are all dump trucks:(18.A.10) a. Equipped with a holding device to prevent accidental lowering of the body? b. Equipped with a hoist lever secured to prevent accidental starting or tipping? c. Equipped with means to determine (from the operator's position) if the dump box is lowered? d. Equipped with trip handles for tailgates that allows the operator to be clear?			
9. Are all buses, trucks and combination of vehicles with a carrying capacity of 1.5 tons or more, to be operated on public roads equipped with: (18.A.11) a. 3 reflective markers? b. 2 wheel chocks for each vehicle? c. At least one 2A:10B:C fire extinguisher? d. At least two properly rated fire extinguishers (for vehicles carrying flammable cargo)? e. A red flag not less than 1-foot square.			
10. Is vehicle exhaust controlled so as not to present a hazard to personnel? (18.A.13)			
11. Are all rubber tired motor vehicles equipped with fenders or with mud flaps if the vehicle is not designed for fenders? (18.A.14)			
12. Are all vehicles, except buses, equipped with seat belts? (18.B.02)			
13. Does all self-propelled construction and industrial equipment have a working reverse signal alarm? (16.B.01)			
14. Are all hot surfaces of equipment, including exhaust pipes or other lines, guarded or insulated to prevent injury or fire? (16.B.03)			
15. If an off the road vehicle, is it equipped with rollover protective structures? (16.B.12)			

SAFETY CHECKLIST FOR MOTOR VEHICLES, TRAILERS, AND TRUCKS

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
16. Remarks: (Enter actions taken for “no” answers)			
<p>This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.</p>			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR SAFE ACCESS AND FALL PROTECTION

Contractor # and title:			
Equipment name & number: Owned or leased?			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
This checklist references EM 385 1-1, revised 3 November 2003		Yes	No
<p>1. Is each employee who might be exposed to fall hazards trained by a competent person qualified in the following areas, in the safe use of access ways and fall protection systems and the recognition of hazards related to their use, including:</p> <ul style="list-style-type: none"> a. Nature of access and fall hazards in the work area? b. Correct procedures for constructing, erecting, maintaining, using, dismantling access ways and fall protection? c. Maximum intended load carrying capacities? d. Mechanical equipment limitations during roofing work on low-sloped roofs? e. Rescuer equipment and procedures? (21.A.16) 			
2. Are the manufacture's recommendations followed in the fitting, adjusting, replacement, inspecting, testing, and care of personal fall protective equipment? (21.C.06)			
3. Is personal fall protection equipment inspected by the worker prior to each use to determine that it is in a safe working condition? (21.C.07)			
4. Is personal fall protection equipment inspected by competent person at last once semi-annually and whenever subject to severe use; defective equipment shall be immediately replaced? (21.C07)			
5. Are body belts prohibited from use except as positioning and restraint systems only? (05.F.01a)			
6. Are harness lanyards looped back over or through a large object and then attached back to themselves unless permitted by the manufacturer? (05.F.03)			
7. When vertical lifelines are used, is each employee attached to a separate lifeline? (21.C.09a)			
8. Are anchorages used for attachment of personal fall arrest equipment independent of any anchorage used to support or suspend platforms and are they capable of supporting at least 2,270 kg (5,000 lb) per employee attached? ? (21.C.11c)			
9. Are safety nets and safety net installations tested in the suspended position immediately after installation and before being used as a fall protection system?			

SAFETY CHECKLIST FOR SAFE ACCESS AND FALL PROTECTION

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
10. Prior to commencing any activity which requires work in elevated areas, have all provisions for access and fall protection been delineated in the hazard analysis and accepted by the GDA? (22.A.03)			
11. Is each person supported by a suspended scaffold protected by a Type 1 body belt or body harness system? (22.E.15)			
12. Are workers provided fall protection whenever they are exposed to falls of 1.8 m (6 ft) or greater? (27.E.06)			
13. Remarks: (Enter actions taken for “no” answers)			
<p>This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.</p>			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR SCAFFOLDS – OTHER TYPES

Contractor # and title:				
Equipment name & number: Owned or leased?				
Contractor:		Subcontractor:		
Contractor inspector:		Date inspected:		
This checklist references EM 385 1-1, revised 3 November 2003		Yes	No	N/A
1. Does the scaffold have a standard guardrail system? (21.B)				
2. Are scaffolds and their components capable of supporting without failure at least 4 times the maximum anticipated load? (22.B.01(a))				
3. Are scaffolds plumb and level? (22.B.03)				
4. Do scaffolds (other than suspended scaffolds) bear on base plates upon sills or other adequate foundation? (22.B.04)				
5. all planking overlapped or secured from movement? (22.B.06(e))				
6. Do scaffolds planks extend over their end supports not less than 6 inches (unless planking is manufactured with restraining hooks or equivalent means) nor more than 12 inches? (22.B.06)				
7. Is planking supported or braced to prevent excessive spring or deflection and secured and supported to prevent loosening tipping, or displacement? (22.B.06(e))				
8. Has a ladder or equivalent safe access been provided? (22.B.08(a))				
9. In a built-in ladder is part of a scaffold system, does it conform to the requirements for ladders? (22.B.08(b))				
10. Has a ladder or equivalent safe access been provided? (22.B.08(a))				
11. When the scaffold height exceeds 4 times the minimum scaffold base dimension, is the scaffold secured to the wall or structure? (22.B.09)				
12. Is the use of brackets on scaffolds prohibited unless the tipping effect is controlled? (22.B.10)				
13. Are all scaffolds 60 feet or less in height constructed in accordance with Table 22-1?				
14. Where wood poles are spliced are the ends squared and the upper section rests squarely on the lower section? (22.D.03(a))				
15. Are ledgers long enough to extend over a minimum of two poles and reinforced by bearing blocks nailed to the side of the pole to form a support for the ledger (22.D.04(c))?				
16. Are independent pole scaffolds set as near to the wall of the building as possible? (22.A.05)				
17. Is each person supported by a suspended scaffold protected by a Type 1 body belt or body harness system? (22.E.15)				
18. Do all parts of suspended scaffold, hoist, ropes, brakes, and anchorages been inspected prior to being placed in services? (22.E.04)				

SAFETY CHECKLIST FOR SCAFFOLDS – OTHER TYPES

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
19. Are outrigger beams made of structural metal and restrained to prevent movement? (22.E.02)			
20. Does each hoist have a name plate with the manufactures name, maximum load rating, identification number, and wire rope specifications? (22.E.08(b))			
21. Are suspended scaffolds guyed, braced, guided, or equipped with a tag line to prevent swaying? (22.E.10)			
22. Are two-point suspension scaffold platforms between 20 and 36 inches wide and securely fastened to the hangers? (22.E.11(a))			
23. Is each person supported by a suspended scaffold protected by a body harness system attached by a lanyard to a lifeline, trolley line, or scaffold structural member? (22.E.15)			
24. Is each bracket, except for wooden bracket form scaffolds, attached to the supporting formwork or structure supporting member, or form carpenter's bracket scaffolds only, by a bolt extending through to the opposite side of the structure's wall? (22.H.01)			
25. Are horse scaffold constructed or arranged in two tiers or less? (22.H.01)			
26. Do pump jack scaffolds carry a working load of 500 pounds or less (22.I.01)			
27. Are crane supported work platforms used only when the erection, use and dismantling of conventional means of scaffold reaching work site, such as a personnel hoist, ladder, stairway, or scaffold would be more hazardous or is not possible because of structural design or work site? (22.F.01)			
28. Has the person responsible for the lift prepared an AHA and attested to the need for the operation in writing? (22.F.01)			
29. Has the person responsible for the lift signed the AHA and submitted it to the GDA for acceptance? (22.F.01)			
30. Remarks: (Enter actions taken for "no" answers)			

SAFETY CHECKLIST FOR SCAFFOLDS – OTHER TYPES

30. (cont.) Remarks: (Enter actions taken for “no” answers)			
<p>This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.</p>			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR CRAWLER TRACTORS AND DOZERS

Contract # and title:			
Equipment name & number: Owned or leased?			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
1. Are initial and daily/shift inspection records available? (16.A.01& .02)			
2. Are only qualified operators assigned to operate mechanized equipment? (16.A.04)			
3. Are sufficient lights provided for night operations? (16.A.11)			
4. Is the unit shut down before refueling? (16.A.14)			
5. Does the unit have as a minimum a 5-B:C fire extinguisher? (16.A.34)			
6. Is there an effective, working reverse alarm? (16.B.01)			
7. Are moving parts, shafts, sprockets, belts, etc., guarded? (16.B.03 ,07, and 13)			
8. Is protections against hot surfaces, exhausts, etc., provided? (16.B.03 and .13)			
9. Are fuel tanks located in a manner to prevent spills or overflows from running onto engine exhaust or electrical equipment? (16.B.04)			
10. Are exhaust discharges directed so they do not endanger person of obstruct operator vision? (16.B.05)			
11. Are seat belts provided? (16B.08)			
12. Is protection (grills, canopies, screens) provided to shield operator from falling or flying objects? (16.B.10 and .11)			
13. Is roll over protection provided? (16.B.12)			
14. Remarks: (Enter actions taken for “no” answers)			

SAFETY CHECKLIST FOR CRAWLER TRACTORS AND DOZERS

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
14. (cont.) Remarks: (Enter actions taken for “no” answers)			
<p>This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.</p>			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR CUTTING/WELDING OPERATIONS

Contractor # and title:			
Equipment name & number: owned or leased?			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
1. Is a compatible fire extinguisher immediately available? (10.C.01)			
2. Is the area free of combustible materials, explosive atmosphere (flammable gases, liquids, etc.) or oxygen-enriched atmosphere? (10.C.02)			
3. Are workers and the public shielded from rays, flashes, sparks, molten metal and slag? (10.C.04)			
4. Are all passageways, ladders, stairways, etc. kept clear of hoses or cables? (10.A.05)			
5. Are electrical welding units, shutdown when unattended? (10.E.11)			
6. Are the frame of arc welding and cutting machines grounded? (10.E.04)			
7. Are cable free of splices or repaired insulation within 10 feet of the rod holder? (10.E.03)			
8. Have welding leads been checked to ensure there is no contact with the metal parts or the support suspended scaffolds? (10.E.09)			
9. Are torch valves and gas supply shut off when work is suspended (10.D.06)?			
10. When work is suspended, are torches, hoses, etc, removed from confined spaces? Tanks are prohibited in confined spaces (10.D.06)			
11. When cylinders are stored, in transit are the regulators removed and protective caps installed? (20.D.07)			
12. Are all compressed gas cylinders secured upright position at all times, except when being hoisted? (20.D.10)			
13. Are upright cylinders secured in racks or hand trucks? (20.D.03)			
14. Are cylinders stored in well ventilated locations, segregated by gas type, and away from flammable and combustible materials? (20.D.03)			
15. Are oxygen cylinders in storage and fuel gases separated by a fire resistive wall or by a distance of 20 feet? (20.D.03)			
16. Are "No Smoking" signs posted around cylinders storage areas? (20.D.03)			
17. Have oxyfuel or other gas-oxygen cutting and welding systems been equipped with reverse-flow check valves and flame arrestor in each hose between the torch and the regulator? (10.S.07)			
18. Is a pressure gauge provided on all pressurized equipment and system?			

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
19. Remarks: (Enter actions taken for “no” answers)			
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Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR DEMOLITION OPERATIONS

Contract # and title:				
Equipment name & number: Owned or leased?				
Contractor:		Subcontractor:		
Contractor inspector:		Date inspected:		
This checklist references EM 385 1-1, revised 3 November 2003		Yes	No	N/A
1. Prior to initiating demolition activities has a demolition plan and engineering asbestos, and lead surveys been completed by a Registered Professional Engineer? (23.A.01)				
2. Have all electric, gas, water, steam, sewer, and other service lines been shut off, capped or otherwise controlled outside the building line before demotion is started? (23.A.02)				
3. Has it been determined if any hazardous building materials, hazardous chemicals, gases, explosives, flammable materials, or hazardous substances have been used in any building construction, pipes, tanks, or other cause, have the floors and walls been shored or braced? (23.A.03)				
4. Have test results been provided to the GSA and Contractor's designed authority? (23.A.03)				
5. When employees work within a structure to be demolished which has been damaged by fire, flood, explosion, or other cause, have the floor and walls been shored or braced? (23.A.04)				
6. Has each story of exterior wall and floor been removed or dropped into the storage space below before commencing the removal of exterior walls and floors in the next story below? (23.A.05)				
7. Is everyone protected from the fragmentation of glass? (23.A.06)				
8. Have employee entrances to multistory structures being demolished been protected by sidewalk sheds, canopies, or both? (23.A.08)				
9. Is the designated means of access indicated on the demolition plan? (23.A.09)				
10. Are continuing inspections by a competent person being conducted during demolition to detect hazards resulting from weakened or deteriorated floors, walls or loosened material? (23.A.10)				
11. Are chute opening into which debris is dumped protected by a guardrail 42 inches above the floor or other surface on which personnel stand to dump the material? (23.B.01)				
12. Are signed warning of the hazard of failing materials posted at each side of the debris opening at each floor? (23.B.02)				
13. Has a competent person been assigned to control operation of the chute gate and the backing and loading of trucks? (23.B.04)				

SAFETY CHECKLIST FOR DEMOLITION OPERATIONS

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
14. Is the area surrounding the discharge end of the chute closed when operations are not in progress? (23.B.05)			
15. Are chutes designed and constructed of such strength so to eliminate failure due to impact of materials or debris loaded therein? (23.B.07)			
16. Do floor openings have curbs or stop-logs to prevent equipment from running over the edge? (23.B.09)			
17. Are masonry walls, or sections of masonry, prohibited from falling in such quantities as to exceed the safe carrying capacities of the floors? (23.C.01)			
18. Are employees prohibited from working on the top of a wall during hazardous weather? (23.C.03)			
19. Are floor openings within 10 feet of any wall being demolished planked solid except when employees are kept out of the area below? (23.C.05)			
20. Is debris and other material removed from floor arches and adjacent areas before demolishing? (23.D.02)			
21. Are safe walkways provided and used by personnel to enable them to reach any point without walking on exposed beams? (23.D.03)			
22. Do plank ends overlap by at least 1 foot when laid together over solid bearing? (23.D.05)			
23. Has planks been provided for workers razing steel framing? (23.E.01)			
24. Is steel construction dismantled column-by-column and tier-by-tier? (23.E.02)			
25. Are structural members being dismembered prohibited from overstressed? (23.E.03)			
26. Are all persons prohibited from being in areas affected by demolition when balling or clamming is being done? (23.F.01)			
27. Is the weight of the demolition ball within 50% of the crane's rated capacity at the operating configuration? (23.F.02)			
28. Is the ball attached to the load line with a swivel connection to prevent twisting and is it protected against accidental disconnection? (23.F.04)			
29. Are all roof cornices or other ornamental stonework removed prior to pulling walls over? (23.F.06)			
30. Remarks: (Enter actions taken for "no" answers)			

SAFETY CHECKLIST FOR DEMOLITION OPERATIONS

22. (cont.) Remarks: (Enter actions taken for “no” answers)			
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Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR FORMS, FALSEWORK, AND CONCRETE OPERATIONS

Contract # and title:			
Equipment name & number: Owned or leased?			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
1. Are protective clothes and equipment (boots, gloves, goggles, etc.) utilized when pouring concrete? (05.A.01)			
2. Is overhead protection provided to prevent falling objects from striking workers or the public? ()			
3. Is a signal person provided when the point of operation is not view of the vehicle, machine, or equipment operators? (8.B.04)			
4. During welding or cutting operations, is protection from arc flashes, sparks, slag's, etc., provided? (10.A.04)			
5. Are vibrators, concrete finishers, portable electric tools properly grounded? (11.C.01(a))			
6. Are good housekeeping practices enforce during construction? (14.C.01)			
7. Are tools, materials, extension cords, hoses, and debris maintained so as not to create a tripping or other hazards? (14.C.04)			
8. Have all protruding nails, rods, wires been removed, hammered down, or bent over? (14.B.01)			
9. Is safe access to the operations provided? (16.B.04)			
10. Do portable ladders extend at least 3 feet above roof, platform or landing? (21.D02(b))			
11. Are portable ladders secured top, middle, and bottom? (21.D.08(b))			
12. Are transverse cleats provided where inclined ramps exceed 1-on-5 ratio? (21.F.01)			
13. Are employees prohibited from working above or in positions exposed to protruding reinforcement steel or other impalement hazards unless provisions have been made to control the hazard? (27.A.02)			
14. Are manually guided powered and rotating concrete troweling machines equipped with a control switch that will automatically shut off the power wherever the operator removes his/her hands from the equipment handle? (27.A.02)			
15. Is all formwork, shoring, and bracing designed, fabricated, erected, supported, braced, and maintained so that it will safely support all vertical and lateral loads? (27.B.01)			
16. Have the design, erection, and removal plans been submitted for review to the GDA? (27.B.02(b))			

SAFETY CHECKLIST FOR FORMS, FALSEWORK, AND CONCRETE OPERATIONS

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
17. Have splices been designed and constructed to prevent bucking and bending? (27.B.04)			
18. Is sufficient bracing provided to prevent bucking or displacement? (27.B.05)			
19. IS shoring inspected prior to, during, and immediately after placement of concrete? (27.B.06(b))			
20. Have all nails used to secure bracing or adjustable timber single post shores been driven home and the point of the nail bent over if possible? (27.B.09(g))			
21. Is the material used for couplings made of structural type drop-forged steel, malleable iron, or structural grade aluminum? (27.B.10(a))			
22. Are steel rods or pipes on which the jack climb or by which the forms are lifted designed specifically for that purpose (27.B.12(a))			
23. Are precast concrete members adequately supported? (27.C.01))			
24. Are lifting insects which are embedded or otherwise attached to precast concrete members, other than lift-up members, capable of supporting at least four times the maximum intended load applied or transmitted to them? (27.C02(b))			
25. Are lift-slab operations planned and designed by registered engineer or architect and are plans submitted to the DGA for review? (27.D.01)			
26. Do threaded rods and other members that transmit loads to the jacks have a minimum safety factor of 2.5? (27.D.02(b))			
27. Do hydraulic jacks used in lift-slab construction have a safety device which will cause the jacks to support the load in any position if the jack malfunctions) (27.D.02(e))			
28. Is the jack blocked or cribbed when it is necessary to provide a firm foundation? (27.D.03(a))			
29. Remarks: (Enter actions taken for “no” answers)			

SAFETY CHECKLIST FOR FORMS, FALSEWORK, AND CONCRETE OPERATIONS

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
29. (cont.) Remarks: (Enter actions taken for “no” answers)			
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Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR PERMIT REQUIRED CONFINED SPACES (PRCS)

Contractor # and title:			
Equipment name & number: owned or leased?			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
1. Has the contractor or GDA appointed in writing a competent person to evaluate the potential for permit required confined spaces? (06.I.01)			
2. Is a list of non-permit and permit required confined spaces maintained at the job site? (06.I.01)			
3. Have permit required confined spaces been identified with a sign? (06.I.01)			
4. Are permit required confined spaces reevaluated at least annually or whenever they or their characteristics change in a way that could lead to reclassification? (01.I.01)			
5. Do the entrants, attendants, supervisors, and contractors fully understand their duties? (01.I.01)			
6. Have all employees with potential entry into a PRCS been notified of the existence, location, and hazards of the space? (01.I.02)			
7. Is there a written PRCS program? (01.I.05)			
8. Has the designated authority developed and implemented a system for preparation, issuance, use, and cancellation of entry permits? (01.I.06)			
9. Have plans and procedures been developed and implemented for summoning rescue and emergency services? (01.I.06)			
10. Has the designated official developed and implemented procedures to coordinate entry operations when more than one work crew are authorized entry? (01.I.06)			
11. Have all employees been instructed not to enter PRCSs without the proper permit and without following the procedures and practices outlined in the permit? (06.I.07)			
12. Have employees required to enter PRCSs or act as an attendant or entry supervisor been trained to acquire the understanding, knowledge, and skills necessary for the safe performance of their assigned responsibilities and duties? (06.I.07)			
13. Has each member of the on-site rescue team/emergency practiced making PRCS rescues at least once every 12 months? (06.I.08)			
14. Has the off-site rescue/emergency been informed of the hazards they may confront and been provided access to all permit spaces from which rescue may be necessary? (06.I.08)			

SAFETY CHECKLIST FOR PERMIT REQUIRED CONFINED SPACES (PRCS)

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
15. Are retrieval systems or methods used wherever any authorized entrant entry a PRCS, unless the retrieval equipment would increase the overall risk of entry or would not contribute to the rescue of the entrant? (06.I.10)			
16. Remarks: (Enter actions taken for “no” answers)			
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Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR PERSONAL PROTECTIVE EQUIPMENT

Contract # and title:			
Equipment name & number: Owned or leased?			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
1. Do employees wear clothing suitable for the weather and work conditions? The minimum for field work is a short sleeve shirt, long trousers and leather or protective work shoes or boots. (05.A.07a)			
2. Is protective footwear worn (rubber boots, steel-toed boots, etc.)? (05.A.08)			
3. Do persons exposed to vehicle and equipment traffic, including signal persons or spotters wear apparel marked with reflectorized or high visibility material? (05.A.11)			
4. Is overhead protection provided where the public or workers are subject to injury from falling objects? (05.A.12)			
5. Are protective leg chaps worn by workers who operate chain saws? Protective leg chaps must meet ASTM Standard 107 (05.A.12)			
6. Is eye and face protection provided when machines or operations present potential injury from physical, chemical or radiation agents? (05.B.01)			
7. Do persons considered to be blind in one eye wear safety spectacles with side shields on the job? (05.B.03)			
8. When sound-pressure level exceed 115 dB(A) steady-state is personal protection equivalent to the combination of earplug and ear muffs available? (05.C.04)			
9. Are noise hazard areas marked with caution signs? (16.B.04)			
10. Are all persons working in or visiting hard hat areas provided with and required to wear protective headgear? (05.D.01)			
11. Has a respiratory protection program been developed when respiratory protective equipment is required? (05.E.01)			
12. Is the compressor used to supply breathing air constructed and situated in a way to avoid entry of contaminated air into the supply system? (05.E.16)			
13. Remarks: (Enter actions taken for "no" answers)			

SAFETY CHECKLIST FOR PERSONAL PROTECTIVE EQUIPMENT

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
13. (cont.) Remarks: (Enter actions taken for “no” answers)			
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Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR PORTABLE LADDERS

Contract # and title:			
Equipment name & number: Owned or leased?			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
1. Are all ladders of sufficient length and placed so that workers will not stretch or assume a hazardous position? (21.D.02(a))			
2. Do portable ladders used as temporary access extend at least 0.9 m (3ft) above the upper landing surface? (21.D.02(b))			
3. Are portable stepladders 20 feet or less in length? (05.A.11)			
4. Are portable ladders secured by top, bottom, and intermediate fastenings as required to hold them rigidly in place and to support the loads which will be imposed upon them? (21.D.08(d))			
5. Are metal spreader bars or locking devices provided to hold the front and back sections in an open position? (21.D.07)			
6. Are wood ladders free of opaque covering, except for identification or warning labels that may be placed on only face of a side rail? (27.D.06)			
7. Is work requiring lifting of heavy materials or substantial exertion prohibited from being performed from ladders? (21.D.09(b))			
8. Are double-cheated ladders used when ladders are the only means of access to or from a working area for 25 or more employees, or when ladder is to serve simultaneous two-way traffic? (21.D.09(b))			
9. Do portable ladders have slip-resistant feet? (21.D.09(c))			
10. Are workers prohibited from moving, shifting, or extending ladders while occupied? (21.D.09(d))			
11. Are broken or damaged ladders immediately tagged "DO NOT USE" or similar wording and removed from service until restored to a condition meeting their original design? (21.D.09(g))			
12. Are ladders inspected for visible defects on a daily basis and after any occurrence that could affect their serviceability? (21.D.09(f))			
13. Does the construction, installation and use of ladders conform to ANSI A14.1, ANSI A14.2, ANSI A14.3 and ANSI A14.4 as applicable? (21.D.01)			

SAFETY CHECKLIST FOR PORTABLE LADDERS

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
14. Remarks: (Enter actions taken for “no” answers)			
<p>This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.</p>			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR PORTAL, TOWER, AND PILLAR CRANES

Contract # and Title:				
Equipment name & number: Owned or leased?				
Contractor:		Subcontractor:		
Contract Inspector:		Date Inspected:		
This checklist references EM 385 1-1, revised 3 November 2003		Yes	No	N/A
1. Are the following available: (16.E.02) a. Manufactures written erection instructions? b. Listing of the weight of each component? c. An activity hazard analysis for the erection? d. Does the activity hazard analysis contain (1) Location of crane and adjacent structures? (2) Foundation design and construction requirements? (3) Clearance and bracing requirements?				
2. Is there a boom angle indicator within the operator's view? (16.E.04)				
3. Are luffing jib cranes equipped with: (16.E.05) a. Shock absorbing jib stops? b. Jib hoist limit switch? c. Jib angle indicator visible to operator?				
4. If used, do rail clamps have slack between the point of attachment to the rail and the end fastened to the crane? (16E.06)				
5. Are the following with the crane at all times: (16.C.02) a. The manufacturer's operating manual? b. The load-rating chart? c. The crane's logbook documenting use, maintenance, inspections and tests? d. The operating manual for crane operational aids used on the crane?				
6. Are all crane and derrick inspections performed by a qualified person? (16.C.12)				
7. Are the following on the project site: a. Completed periodic inspection report prior to initial work? (16.C.12 and Appendix H) b. Pre-operational checklist used for daily inspections? (16.C.12) c. Written reports of the operational performance tests? (16.C.13) d. Written reports of the load performance tests? (16.C.13)				
8. Is every crane operator certified by a physician to be physically qualified to perform work? (16.C.05)				
9. Are all operators qualified by written and practical exam or by appropriate licensing agency for the type crane they are to operate? (16.C.05)				

SAFETY CHECKLIST FOR PORTAL, TOWER, AND PILLAR CRANES

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
10. Is the crane designed and constructed IAW the standards listed in Table 16-1? (16.C.05)			
11. Is a activity hazard analysis for set-up and set-down available? (16.C.08)			
12. Are there at least 3 wraps of cable on the drum? (16.C.10)			
13. Are the hoisting ropes installed IAW the manufacturer's recommendations? (16.C.10)			
14. Is the record of manufacturer's approval of any modification of equipment which affects its capacity or safe operation? (16.A.07)			
15. Remarks: (Enter actions taken)			
<p>This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.</p>			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR RIGGING

Contract # and title:				
Equipment name & number: Owned or leased?				
Contractor	Subcontractor:			
Contractor inspector:	Date inspected:			
This checklist references EM 385 1-1, revised 3 November 2003		Yes	No	N/A
1. Is rigging equipment inspected IAW manufacturer specifications, by a competent person prior to use on each shift? (15.A.01)				
2. Has all defective rigging been removed? (15.A.01)				
3. Is rigging stored properly? (15.A.01)				
4. Are running lines within 6.5' of the ground or working level guarded by a physical barriers? (15.A.03)				
5. Are all eye splices made in an approved manner with rope thimbles? (Sling eyes excepted) (15.A.04)				
6. Are positive latching devices used to secure loads? (15.A.05)				
7. Are all custom lifting accessories marked to indicate their safe working loads? (15A.07)				
8. Are all custom designed lifting accessories proof-tested to 125% of their rated load? (15.A.07)				
9. Are the following conditions met for wire rope: (15.B.01-09) a. Are they free of rust or broken wires? b. Are defective ropes cut up or marked as unusable? c. Do the rope clips attached with U-bolts have the U-bolts on the dead end or short end of the rope? d. Are protruding ends of strands in splices on slings and bridles covered or blunted?				
10. Are the following conditions met for chain? (15.C.01-04) a. Are chains inspected prior to use and weekly thereafter? b. Do all coupling links or other attachments have rated capacities at least equal to that of the chain. c. Are makeshift fasteners restricted from use?				
11. Are the following conditions met for fiber rope:(15.D.01-07) a. Are all ropes protected from freezing, excessive heat or corrosive materials? b. Are all ropes protected from abrasion? c. Are splices made IAW manufacture's recommendations? d. Do all eye splices in manila rope contain at least 3 full tucks and do all short splices contain at least 6 full tucks (3 on each side of the centerline of the splice)?				

This checklist references EM 385 1-1, revised 3 November 2003		Yes	No	N/A
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SAFETY CHECKLIST FOR RIGGING

11. Are the following conditions met for fiber rope:(15.D.01-07) a. Do all splices in layed synthetic fiber rope contain at least 4 full tucks and do short splices contain at least 8 full tucks (4 on each side of the centerline of the splice)? b. Do the tails of fiber rope splices extend at least 6 rope diameters (for rope 1" diameter or greater) past the last full tuck? c. Are all eye splices large enough to provide an included angle of not greater than 60* at the splice when the eye is placed over the load or support?			
12. Are the following conditions met for all slings:(15.E.01-06) d. Is protection provided between the sling and sharp surfaces? e. Do all rope slings have minimum clear length of 40 times the diameter of component ropes between each end fitting or eye splice? f. Do all braided slings have a minimum clear length of 40 times the diameter of component ropes between each end fitting or eye splice? g. Do all welded alloy steel chain slings have affixed permanent identification stating diameter, rated load, lift capacity in vertical, choker, basket configuration, and date placed in service? h. e. Is each synthetic web sling marked or coded to identify its manufacturer, rated capacities for each type hitch and the type material?			
13. Are drums, sheaves, and pulley smooth and free of surface defects that may damage rigging? (15.F.01)			
14. Is the ratio of the diameter of the rigging and the drum, block sheave or pulley thread diameter such that the rigging will adjust without excessive wear, deformation, or damage? (15F.02)			
15. Have all damaged drums, sheaves and pulleys been removed from service? (15.F.04)			
16. Are all connections, fittings, fastenings, and attachments of good quality, proper size and strength, and installed IAW manufacturer's recommendations? (15.F.05)			
17. Are all shackles and hooks sized properly? (15.F.06 & .07)			
18. Are hoisting hooks rated at 10 tons or greater provided with safe handling means? (15.F.07)			
19. Do all drums have sufficient rope capacity? (15.F.08)			
20. Is the drum end of the rope anchored by a clamp securely attached to the drum in a manner approved by the manufacturer? (15.F.08)			
21. Do grooved drums have the correct groove pitch for the diameter of the rope and is the groove depth correct? (15.F.08)			
22. Do the flanges on grooved drums project beyond the last layer of rope at a distance of either 2" or twice the diameter of the rope, whichever is greater? (15.F.08)			
23. Do the flanges on un-grooved drums project beyond the last layer of rope a distance of either 2.5" or twice the diameter of the rope, which ever is greater.			

SAFETY CHECKLIST FOR RIGGING

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
24. Are the sheaves compatible with the size of rope used and as specified by the manufacture? (15F.09)			
25. Are sheaves properly aligned, lubricated, and in good condition? (15.F.09)			
26. When rope is subject to riding or jumping off a sheave, are sheaves equipped with cable keepers? 915.F.09)			
27. Are eyebolts loaded in the plane of the eye and at angles less than 45* to the horizontal? (15.F.10)			
28. Remarks: (Enter actions taken for “no” answers.)			
<p>This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.</p>			
Contractor inspector signature			
Contractor QC/safety/project manager signature			

SAFETY CHECKLIST FOR SANITATION/HOUSEKEEPING

Contract # and title:			
Equipment name & number: Owned or leased?			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
1. Does the work site have an adequate supply of drinking water? Cool water shall be provided during hot weather (02.B.01)			
2. Are only approved potable water systems used for distribution of drinking water? (02.B.01a)			
3. Are potable drinking water dispensers designed, constructed, and serviced to ensure sanitary conditions; capable of being closed; and equipped with a tap; and clearly marked "DRINKING WATER"? (02.B.04)			
4. Is the use of a common cup prohibited? (02.B.06)			
5. Are outlets dispensing nonpotable water conspicuously posted with warning labels "CAUTION- WATER UNSAFE FOR DRINKING, WASHING, OR COOKING"? (02.B.07)			
6. Where sanitary sewers are not available have chemical, recirculation, combustion, or other toilet systems as approved by state/local government been provided? (02.C.01)			
7. Are toilet facilities constructed that the occupants are protected against weather or falling objects; all cracks sealed; and the door tight-fitting, self-closing, and capable of being latched? (02.C.03)			
8. Are provision in place before placing toilet facilities into operation for the routine serving and cleaning of all toilets and sewage disposal (02.C.08)			
9. Have washing facilities been provided as needed to maintain healthful and sanitary conditions? (02.D.01)			
10. Whenever employees are required to shower, have the showers been provided with one shower for every 0 employees of each sex; body soap; hot and cold running water; and individual clean towels? (02.D.03)			
11. Are all food and beverages prohibited from being consumed in toilet rooms or in an area exposed to toxic materials? (02.E.03)			
12. Are work areas and means of access maintained and kept safe and orderly? (14.C.01)			
13. Are daily inspections conducted in work area for adequate housekeeping? (14.C.01)			
14. Area all stairways, passageways, gangways, and accessways kept free of materials, supplies and obstructions at all times? (14.C.02)			

SAFETY CHECKLIST FOR SANITATION/HOUSEKEEPING

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
15. Is scrap lumber, forms and debris kept cleared from work areas and accessways in and around building storage yards and other structures? (14.C.02)			
16. Are storage and constructions sites kept free from the accumulation of combustible materials (14.C.09)			
17. Remarks: (Enter actions taken for “no” answers)			
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Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR SCAFFOLDS – METAL FRAME

Contract # and title:				
Equipment name & number: Owned or leased?				
Contractor:		Subcontractor:		
Contractor inspector:		Date inspected:		
This checklist references EM 385 1-1, revised 3 November 2003		Yes	No	N/A
1. Does the scaffolds have a standard guardrail system including toeboards (21.B)				
2. Are scaffolds and their components capable of supporting without failure at least 4 times the maximum anticipated load? (22.B.01(a))				
3. Do scaffolds and their components meet the requirements contained in ANSI A10.8? (22.B.01(a))				
4. Are scaffolds plumb and level? (22.B.03)				
5. Do scaffolds (other than suspended scaffolds) bear on base plates upon sills or other adequate foundation? (22.B.04)				
6. Is all planking overlapped or secured from movement? (22.B.06(e))				
7. Do scaffolds planks extend over their end supports not less than 6 inches (unless planking is manufactured with restraining hooks or equivalent means) nor more than 12 inches? (22.B.06)				
8. Is planking supported or braced to prevent excessive spring or deflection and secured and supported to prevent loosening tipping, or displacement? (22.B.06(e))				
9. In a built-in ladder is part of a scaffold system, does it conform to the requirements for ladders? (22.B.08(b))				
10. Has a ladder or equivalent safe access been provided? (22.B.08(a))				
11. When the scaffold height exceeds 4 times the minimum scaffold base dimension, is the scaffold secured to the wall or structure? (22.B.09)				
12. Is the use of brackets on scaffolds prohibited unless the tipping effect is controlled? (22.B.10)				
13. Are sections of metal scaffolds securely connected and all braces securely fastened? (22.C.02)				
14. Do all tube and coupler scaffolds have posts, runners, bracing of nominal 2-inch steel tubing or pipe? (22.C.04(a))				
15. Are all tube and coupler scaffolds constructed to support 4 times the maximum intended loads? (22.C.04(c))				
16. Are metal frame scaffolds properly braced by cross, horizontal, or diagonal braces (or combination of these) to secure vertical members together laterally? (22.C.05(b))				

SAFETY CHECKLIST FOR SCAFFOLDS – METAL FRAME

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
17. Do all wheels and casters on rolling scaffolds have a positive locking device, securely fastened to the scaffold, to prevent accidental movement? (22.C.06(e))			
18. Is the height of a free-standing mobile scaffold no more than three times the smallest base dimension? (22.C.06(e))			
19. Remarks: (Enter actions taken for “no” answers)			
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Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR SCRAPERS, MOTOR GRADERS, AND OTHER MOBILE EQUIPMENT

Contract # and title:			
Equipment name and number: Owned or leased?			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
1. Are initial and daily/shift inspection records available? (16.A.01 & .02)			
2. Are only qualified operators assigned to operate equipment? (16.A.04)			
3. Are sufficient lights provided for night operations? (16.A.11)			
4. Does the unit have as a minimum a 5-B:C fire extinguisher? (16.A.26)			
5. Is there an effective working reverse alarm? (16.B.01)			
6. Is the unit shut down for refueling? (16.A.12)			
7. Are moving parts, shafts, sprockets, belts, etc., guarded? (16.B.03, .07 and .13)			
8. Is protection against hot surfaces, exhausts, etc., provided? (16.B.03 and .13)			
9. Are fuel tanks located in a manner to prevent spills or overflow from running onto engine exhaust or electrical equipment? (16.B.04)			
10. Are exhaust discharges directed so they do not endanger persons or obstruct operator vision? (16.B.05)			
11. Are seat belts provided for each person required to ride on the equipment? (16.B.08)			
12. Is protection (grills, canopies, screens) provided to shield operators from falling or flying objects? (16.B.10 and .11)			
13. Is roll over protection provided (ROPS)? (16.B.12)			
14. Is a safe means of access to the cab provided (steps, grab bars, non-slip surfaces)? (16.B.03)_			
15. Are adequate head and taillights provided? (16.A.07)			
16. Have brakes been tested and found satisfactory? (16.A.07)			
17. Does the unit have an emergency brake which will automatically stop the equipment upon brake failure? Is this system manually operable from the drivers position? (16.A.07)			
18. Is all equipment with windshields equipped with powered wipers and defogging or defrosting system? (16.A.07)			
19. Are all vehicles that will be parked or moving slower than normal traffic on haul roads equipped with a yellow flashing light or flasher visible from all directions? (16.A.13)			
20. Is the slow moving emblem used on all vehicles which by design move at 25 MPH or less on public roads? (08A.04)			

SAFETY CHECKLIST FOR SCRAPERS, MOTOR GRADERS, AND OTHER MOBILE EQUIPMENT

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
21. Have air tanks been tested and certified? (20.A.01)			
22. Is an air pressure gage in working condition installed on the unit? (20.A.12)			
23. Does the air tank have an accessible drain valve? (20.B.17)			
24. Remarks: (Enter action taken for all "no" answers)			
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Contractor inspector signature			
Contractor QC/safety officer/project manager			

SAFETY CHECKLIST FOR STRUCTURAL STEEL ERECTION

Contract # and title:				
Equipment name & number: Owned or leased?				
Contractor:		Subcontractor:		
Contractor inspector:		Date inspected:		
This checklist references EM 385 1-1, revised 3 November 2003		Yes	No	N/A
1. Prior to beginning any structural steel erection project is a Steel Erection Plan submitted to the GDA for review and acceptance? (02.B.01)				
2. Before authorizing the commencement of steel erection, dose the contractor provide the following written notifications? a. Footings, piers, and mortar in the masonry piers and walls has attained either 75% of the intended minimum compressive design strength or sufficient strength to support the load imposed during steel erection. b. Any repairs, replacements, and modifications to anchor bolts. (27.E.04)				
3. Has each employee who might be exposed to fall hazards been trained in the safe use of access ways and fall protection systems? (27.F.11)				
4. Are adequate access roads provided into and through the site for the safe delivery and movement of cranes, trucks, other necessary equipment and materials? (27.C.05a)				
5. Are hoisting operations in steel erection pre-planned? (27.C.05c)				
6. Are floor and/or roofs opening covered and labeled "HOLE" or "COVER"? (27.E.16)				
7. Are ladders secured at the top and bottom? (21.D.16)				
8. Do ladders extend 3 feet past the leading edge of the leading edge or has a grab rail been installed? (21.D.02)				
9. Are fall protection devices (lifelines, belts and harnesses) used? Body belts are used for position only? (21.C.01)				
10. When vertical lifelines are used, is each lifeline independently attached? (21.C.09a)				
11. Are work areas and means of access maintained and kept safe and orderly? (14.C.01)				
12. Are daily inspections conducted in work area for adequate housekeeping? (14.C.01)				
13. Area all stairways, passageways, gangways, and accessways kept free of materials, supplies and obstructions at all times? (14.C.02)				
14. Are storage and constructions sites kept free from the accumulation of combustible materials (14.C.09)				

SAFETY CHECKLIST FOR STRUCTURAL STEEL ERECTION

This checklist is based on EM 385-1-1, dated 3 November 2003	Yes	No	N/A
15. Remarks: (Enter actions taken for “no” answers)			
<small>This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.</small>			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR TREE WORK, MAINTENANCE, OR REMOVAL OPERATIONS

Contract # and title:			
Equipment name & number: Owned or leased?			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
1. Have all employees been trained in the safe and proper use of equipment? (31.A.04(b))			
2. Are chain saws prohibited from being refueled while running, hot or near open flames and from being started within 10 feet of a fuel container? (13.F.04)			
3. Has eye, ear, hand, foot, or leg protection been provided? (13.F.03)			
4. Are all chain saw cuts have an automatic chain brake or kickback device? (13.F.06)			
5. Has the area been cleared of brush, felled trees, etc. prior to cutting? (13.C.04)			
6. Is tree removal, trimming, or repair under the supervision of a qualified tree worker? (31.A.01)			
7. Are all tools carried in bag or belts – not in pockets or the top of a boot? (31.B.07)			
8. Are brush chippers operated and maintained in accordance with manufactures recommendations? (31.D.03(h))			
9. Are climber spurs of the tree climbing type? (31.B.01(a))			
10. Are pole pruners, pole saws, and other similar tools equipped with wood or nonmetallic handles? (31.E.01(a))			
11. Are all chain saws cuts made below the operators shoulder height? (13.F.06)			
12. Remarks: (Enter actions taken for “no” answers)			
This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
12. (cont.) Remarks: (Enter actions taken for “no” answers)			

SAFETY CHECKLIST FOR TREE WORK, MAINTENANCE, OR REMOVAL OPERATIONS

<p>This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.</p>			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR TRENCHING AND EXCAVATION COMPETENT PERSON

Contractor # and title:			
Equipment name & number: Owned or leased?			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
Weather (circle one) Dry Raining Previous Rain Freezing Snow/Ice			
COMPETENT PERSON INFORMATION		Yes	No
1. Competent Persons Name: _____ Length of experience in this occupation: _____ Length of employment with this employer: _____			
2. Does the designated individual have training in: a. Soil Analysis? b. Use of protective equipment and systems? c. Meet the requirements of 29 CFR 1926.650, 651 & 652?			
3. Does the designated individual have knowledge of: a. Soil analysis? (describe types of soils and properties) b. Use of protective systems? (What method is being used and how was it determined) c. Requirements of 29 CFR 1926.650, 651 & 652?			
4. Does the designated person have authority to: a. Take prompt corrective action to eliminate existing and predictable Hazards? b. Stop work in dangerous situations?			
GENERAL			
5. When was the last inspection of the excavation conducted?			
6. Was an inspection accomplished and documented prior to the start of work?			
7. Where inspections accomplished and documented as needed throughout the work shift?			
8. Where inspections accomplished and documented after rains or other hazardous conditions increased?			
9. Is the excavations 5 feet or greater?			
WATER CONDITIONS			
10. Is dewatering equipment being used on the site?			
11. If yes is the competent person monitoring the equipment and its proper operation?			
12. Has the excavation been subject to water accumulation?			
13. Has the soil in the trench adversely affected?			
14. If yes has the competent person inspected the excavation and taken action?			

SAFETY CHECKLIST FOR TRENCHING AND EXCAVATION COMPETENT PERSON

EGRESS															
15. Is a means of egress provided every 25 feet?															
16. Is a ramp used for access or egress to the excavation? (If no, skip to the next section)															
17. Is the ramp used solely for employee access?															
18. If yes is it designed by the competent person for safe egress and access?															
19. Does the ramp meet specifications?															
CONFINED SPACES															
20. Is there a potential for a hazardous atmosphere in the trench? If not, why?															
21. Is air monitoring equipment on site?															
22. Has a qualified person been assigned to assess the confined space?															
23. Is emergency rescue equipment as outline in 29 CFR 1926.651(g)(2)(I) readily accessible to employees?															
<table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border-bottom: 1px solid black; height: 30px;"></td> <td style="width: 40%; border-bottom: 1px solid black; height: 30px;"></td> </tr> <tr> <td>Government Inspector</td> <td style="text-align: center;">Date</td> </tr> <tr> <td style="border-bottom: 1px solid black; height: 30px;"></td> <td style="border-bottom: 1px solid black; height: 30px;"></td> </tr> <tr> <td>Signature of Competent Person (contractor)</td> <td style="text-align: center;">Date</td> </tr> <tr> <td style="border-bottom: 1px solid black; height: 30px;"></td> <td style="border-bottom: 1px solid black; height: 30px;"></td> </tr> <tr> <td>Print Name of Competent Person</td> <td style="text-align: center;">Date</td> </tr> </table>						Government Inspector	Date			Signature of Competent Person (contractor)	Date			Print Name of Competent Person	Date
Government Inspector	Date														
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SAFETY CHECKLIST FOR TRENCHING AND EXCAVATION OPERATIONS

Contractor # and title:			
Equipment name & number: Owned or leased?			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
1. Have underground utilities (e.g. sewer, gas, communication, water, fuel) been located prior to excavation? (25.A.01a)			
2. In areas where there are known or suspected unexploded ordinance, has the area been cleared by qualified explosive ordinance (EOD) Personnel? (25.A.01b)			
3. When required does the contractor obtain a digging permit from Base Civil Engineers or appropriate authority prior to initiation excavation work? (25.A.01b)			
4. Are excavations, the adjacent areas, and protective systems inspected daily (25.A.02a)			
5. When excavations are over 5 feet in depth or greater protected by benching, layback or shoring? (25.A.03)			
6. When excavations are undercut, is the overhanging material safely supported? (25.A.05)			
7. Have methods been to control the accumulation of water in excavations? (25.A.06)			
8. Are employees protected from falling material (loose rocks or soil)? (25.A.07)			
9. Are substantial stop logs or barricades installed where vehicles or equipment are used or allowed adjacent to an excavation? (25.A.08a)			
10. Are all wells, calyx holes, pits, shafts, etc barricaded or covered? (25.B.02)			
11. Are walkways provided where employees or equipment are required or permitted to cross over excavations? (25.B.04)			
12. Where employees are required to enter excavations is access/egress provided every 25 feet laterally? (25.B.05)			
13. Are support systems drawn from manufacture's tabulated data in accordance with all manufactures specifications? (25.D.01a)			
14. Are copies of the tabulated data maintained at the job site? (25.D.01b)			
15. Are members of support systems securely connected together? (25.D.03a)			
16. Are shields installed in a manner to restrict lateral or other hazardous movement? (25.D.04b)			

SAFETY CHECKLIST FOR TRENCHING AND EXCAVATION OPERATIONS

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
17. Remarks: (Enter actions taken for “no” answers)			
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Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR CRANE INSPECTIONS

Contract # and title:			
Equipment name and number: Owned or leased?			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
1. Are inspection of cranes and derricks conducted in accordance with applicable ANSI/ASME standards, OSHA regulations, and manufactures specifications? (16.C.12(a))			
2. Are inspections performed by a qualified person? (16.C.12(b))			
3. Did the contractor notify the GDA at least 24 hours prior to any inspection/test so that the GDA may be available to observe the inspection/test? (16.C.12(c))			
4. Initial Test - Prior to initial use, are all new and altered cranes inspected by a qualified person to ensure compliance with all applicable standards? (16.C.12(c)(1))			
5. Functional Test Inspection – At the beginning of every operation (at the beginning of each shift), does the operator or designated person conduct a (pre-operational) inspection? (16.C.12(c)(2))			
6. If a checklist is used for pre-operational inspections, is a copy maintained at the project site? (16.C.12(c)(2)(a))			
7. If a checklist is not used for pre-operational inspections, is the operator's log? (16.C.12(c)(2)(b))			
8. Frequent Inspections – Are frequent inspections (visual and audible examination of the crane) conducted? a. Normal service – Monthly b. Heavy service – Weekly to monthly c. Severe service – Daily to weekly (16.C.12(c)(3))			
9. Periodic Inspections - Are periodic inspections (visual and audible examination of the crane) conducted? a. Normal service – Yearly b. Heavy service – Yearly c. Severe service – Quarterly (16.C.12(c)(3))			
10. Are infrequent services cranes that have been idle for a period one month or more, but less than one year inspected in accordance with 16.C.12(c)(3)? (16.C.12(5)(a))			
11. Are infrequent services cranes that have been idle for a period one year or more inspected in accordance with 16.C.12(c)(3)? (16.C.12(5)(b))			

SAFETY CHECKLIST FOR CRANE INSPECTIONS

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
12. Are infrequent services cranes, exposed to adverse environmental conditions, inspected more frequently as determined by the GDA or the Contractor with the concurrence of GDA? (16.C.12(5)(b))			
13. When required, is an operational performance test conducted? a. Before initial use of a crane in which a load bearing (excluding the rope) or load controlling part or component, brake, travel component, or clutch have been altered, replaced, or repaired. b. Ever time a crane is reconfigured or reassembly to include booms. c. Ever time a crane is brought onto a USACE project; and d. Ever year. (16.C.13(c)(1))			
14. When required, is a load performance test conducted? a. Before initial use of a crane in which a load bearing (excluding the rope) or load controlling part or component, brake, travel component, or clutch have been altered, replaced, or repaired. b. Every time a crane is reconfigured or reassembled after disassembly to include boom; and c. Every 4 years. (16.C.13(c)(2))			
15. Is the test load not less than 110 percent of the anticipated load and not greater than 100 percent of the manufacturer's load rating capacity chart at the configuration of the test?			
16. Is a written report of the performance test showing the test procedures and confirming the adequacy of repairs or alterations, maintained with the crane or at the on-site project office?			
17. Remarks: (Enter action taken for all "no" answers)			
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Contractor inspector signature			
Contractor QC/safety officer/project manager			

SAFETY CHECKLIST FOR MATERIAL HOISTS

Contract # and title:			
Equipment name & number:			
Contractor:		Subcontractor:	
Contract Inspector:		Date inspected:	
This checklist references EM 385 1-1, revised 3 November 2003		Yes	No
N/A			
1. Prior to initial use on any USACE project, and at least monthly thereafter, is a periodic inspection conducted by a qualified person? (16.K.05) <ul style="list-style-type: none"> a. Are periodic inspections conducted IAW manufacturer's specification? b. At a minimum are sheaves, racks, pinions, guy ties, connections, miscellaneous clamps, braces, and similar parts? c. Is the GDA notified at least 24 hours prior to any inspections? d. Are pre-operational inspections conducted prior to every operation (shift) of the hoist? 			
2. Are all hoist towers, masts, guys or braces, counterweights, drive machinery supports, sheave supports, platforms, supporting structures, and accessories designed by a licensed engineer? (16.K.02)			
3. Is a copy of the hoist-operating manual available? (16.K.04)			
4. Do all floors and platforms have slip-resistant surfaces? (16.K.08)			
5. Are landings and runways adequately barricaded and is overhead protection provided where needed? (16.K.08)			
6. Are hoisting ropes installed IAW manufacturer's instructions? (16.K.10) <ul style="list-style-type: none"> a. Are there at least three (3) full wraps of cable on the drums of the hoist at all times? b. Does the rope or crane manufacturer specify the drum end of the rope anchored to the drum by an arrangement? c. Are personnel prohibited from riding on material hoists or other hoisting equipment? 			
7. Are operating rules posted at the hoist operator's station? (16.K.14)			
8. Are air-powered hoists connected to an air supply of sufficient capacity and pressure to safely operate the hoist? (16.K.15)			
9. Are pneumatic hoses secured by some positive means to prevent accidental disconnection? (16.K.15)			

SAFETY CHECKLIST FOR MATERIAL HOISTS

This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
10. Remarks: (Enter actions taken for all “no” answers.)			
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SAFETY CHECKLIST FOR EARTH DRILLING EQUIPMENT

Contract # and title:			
Equipment name & number:			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
This checklist references EM 385 1-1, revised 3 November 2003	Yes	No	N/A
1. Is a copy of the manual for all drilling equipment available? (16.M.02)			
2. Have all overhead electrical hazards and potential ground hazards been identified in a site layout plan and addressed in an activity hazard analysis? (16.M.02)			
3. Are MSDSs for all drilling fluids available? (16.M.05)			
4. Does the drilling equipment have 2 easily accessible emergency shut down devices (one for the operator and one for the helper)? (16.M.06)			
5. Is the equipment posted with a warning of electrical hazards? (16.M.07)			
6. Is there a spotter or an electrical proximity-warning device available to ensure safe distances from power lines are maintained? (16.M.07)			
7. Remarks: (Enter actions taken for “no” answers)			
This checklist is a work simplification tool. It is not intended to replace safety and health standards, manufactures operating/maintenance manuals or national conscious standards. For current information consult the appropriate directive, manual or standard.			
Contractor inspector signature			
Contractor QC/safety officer/project manager			

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

- | | |
|---|---|
| A -- Approved as submitted. | E -- Disapproved (See attached). |
| B -- Approved, except as noted on drawings. | F -- Receipt acknowledged. |
| C -- Approved, except as noted on drawings.
Refer to attached sheet resubmission required. | FX -- Receipt acknowledged, does not comply
as noted with contract requirements. |
| D -- Will be returned by separate correspondence. | G -- Other (<i>Specify</i>) |

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

(Reverse of ENG Form 4025-R)

RECORD OF WEIGHTED GUIDELINES APPLICATION							REPORT CONTROL SYMBOL DD-AT&L(Q)1751		
1. REPORT NO.		2. BASIC PROCUREMENT INSTRUMENT IDENTIFICATION NO.				3. SPIIN		4. DATE OF ACTION	
		a. PURCHASING OFFICE	b. FY	c. TYPE PROC INST CODE	d. PRISN			a. YEAR	b. MONTH
5. CONTRACTING OFFICE CODE					ITEM	COST CATEGORY		OBJECTIVE	
6. NAME OF CONTRACTOR					13.	MATERIAL			
					14.	SUBCONTRACTS			
7. DUNS NUMBER		8. FEDERAL SUPPLY CODE			15.	DIRECT LABOR			
					16.	INDIRECT EXPENSES			
9. DOD CLAIMANT PROGRAM		10. CONTRACT TYPE CODE			17.	OTHER DIRECT CHARGES			
					18.	SUBTOTAL COSTS (13 thru 17)			
11. TYPE EFFORT		12. USE CODE			19.	GENERAL AND ADMINISTRATIVE			
					20.	TOTAL COSTS (18 + 19)			
WEIGHTED GUIDELINES PROFIT FACTORS									
ITEM	CONTRACTOR RISK FACTORS		ASSIGNED WEIGHTING		ASSIGNED VALUE		BASE (Item 18)		PROFIT OBJECTIVE
21.	TECHNICAL		%						
22.	MANAGEMENT/COST CONTROL		%						
23.	RESERVED								
24.	PERFORMANCE RISK (COMPOSITE)								
25.	CONTRACT TYPE RISK								
26.	WORKING CAPITAL	COSTS FINANCED		LENGTH FACTOR		INTEREST RATE			
						%			
CONTRACTOR FACILITIES CAPITAL EMPLOYED				ASSIGNED VALUE		AMOUNT EMPLOYED			
27.	LAND								
28.	BUILDINGS								
29.	EQUIPMENT								
30.	TOTAL PROFIT OBJECTIVE								
NEGOTIATED SUMMARY									
				PROPOSED		OBJECTIVE		NEGOTIATED	
31.	TOTAL COSTS								
32.	FACILITIES CAPITAL COST OF MONEY (DD Form 1861)								
33.	PROFIT								
34.	TOTAL PRICE (Line 31 + 32 + 33)								
35.	MARKUP RATE (Line 32 + 33 divided by 31)			%		%		%	
CONTRACTING OFFICER APPROVAL									
36. TYPED/PRINTED NAME OF CONTRACTING OFFICER (Last, First, Middle Initial)				37. SIGNATURE OF CONTRACTING OFFICER			38. TELEPHONE NO.		39. DATE SUBMITTED (YYYYMMDD)
OPTIONAL USE									
96.		97.		98.			99.		

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by
OM
0348-0046

[illegible]

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individuals(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by
OM
0348-0046

Reporting Entity: _____ Page _____ of _____

DIRECTORATE OF ENGINEERING & HOUSING EXCAVATION PERMIT

FB Reg 420-13

DATE

1. CLEARANCE IS REQUIRED TO PROCEED WITH WORK AT

ON WORK ORDER NO _____ CONTRACT NO _____

2. METHOD OF EXCAVATION

A. HAND

B. POWER SHOVEL

C. DITCHER

D. OTHER (SPECIFY)

3. SCOPE OF WORK (DEPTH, WIDTH, LENGTH, LOCATION, AND SKETCH AS APPLICABLE)
IF CONTRACT A COPY OF APPLICABLE DRAWINGS OR SKETCHES MUST BE ATTACHED.

4. DATE CLEARANCE REQUESTED

5. TERMINATION DATE OF CLEARANCE (60 DAYS UNLESS SPECIFIED)

6. REQUESTING ORGANIZATION OR COMPANY

7. PHONE NUMBER

8. SIGNATURE (REQUESTING OFFICIAL)

9. EXCAVATION CLEARANCE APPROVAL

UTILITY	REMARKS	SIGNATURE OF APPROVING OFFICIAL	DATE
ELECTRICAL UNDERGROUND DISTRIBUTION			
STEAM OR HTW DISTRIBUTION			
CHILLER DISTRIBUTION			
SEWER LINES			
WATER DISTRIBUTION			
NATURAL GAS DISTRIBUTION			
TELEPHONE (DOIM)			
OTHER			
TELEPHONE (CT&T)			

MEMORANDUM FOR DEH ENVIRONMENTAL OFFICE

SUBJECT: Landfill Permit Application

1. Fill in the following information for each Contractor vehicle:

- a. Landfill to Be Used: Sanitary _____ Demolition _____ Both _____
- b. Company Name: _____
- c. Contract Number: _____
- d. Project Title: _____
- e. Project Location: _____
- f. Date of Notice to Proceed: _____
- g. Project Length (In Days): _____
- h. Vehicle Make: _____
- i. Vehicle License Plate Number: _____
- j. Contract Inspector: _____

2. Note: Applications must be forwarded to the Environmental Office by a Government Official (e.g., Contracting Officer's Representative or Project Inspector). Applications delivered on any working day will be processed and available for pickup the following workday by 0830.

FORT BRAGG ASBESTOS REMOVAL, TRANSPORTATION, AND
DISPOSAL DOCUMENTATION FORM

1. REMOVAL: ON _____ (SY/LF/CF/OR POUNDS) OF
ASBESTOS CONTAINING MATERIAL REMOVED FROM BUILDING #_____,
_____ (STREET ADDRESS), FORT BRAGG, NC, PER
_____ (WORK ORDER/CONTRACT NUMBER) WAS PREPARED FOR MOVEMENT TO THE
LANDFILL UNDER THE SUPERVISION OF _____ (PRINT NAME OF
SUPERVISOR) REPRESENTING _____ (NAME OF
FIRM/ORGANIZATION).

(SIGNATURE OF SUPERVISOR)

2. TRANSPORTATION: ON _____ THE ACM MENTIONED ABOVE WAS TRANSPORTED
ON THE VEHICLE AUTHORIZED BY LANDFILL VEHICLE PERMIT NUMBER _____ BY

(PRINT NAME OF DRIVER) _____ (SIGNATURE
OF DRIVER) TO THE LONGSTREET LANDFILL ON LONGSTREET ROAD, FORT BRAGG, NC.

3. DISPOSAL: THE ACM DESCRIBED IN PARAGRAPH 1 WAS DELIVERED BY THE VEHICLE
IDENTIFIED ABOVE TO THE LONGSTREET LANDFILL AND RECEIVED BY

(PRINT NAME OF LANDFILL OPERATOR)

I CERTIFY THAT THE LANDFILL HAS BEEN APPROVED FOR THE DISPOSAL OF ASBESTOS.
THE MATERIAL DELIVERED WILL BE COVERED WITH NONASBESTOS MATERIAL IN THE
PRESCRIBED MANNER.

(PRINT NAME OF OPERATOR)

(SIGNATURE)

(DATE)

REAL PROPERTY INVENTORY

ITEM	TALLY	TOTAL
COMMODOES		
LAVATORIES		
URINALS		
EXHAUST FAN (9")		
EXHAUST FAN (OTHER)		
WATER COOLER		
HOTWATER HEATER		
MOP SINK		
AC PLANT	LS 5 TN. 5-25 TN. 25-100 TN. OVER 100 TN.	
AS (WINDOW TYPE)		
FIRE ALARM SYSTEM	MANUAL HALON SPRINKLER	
EMERGENCY LIGHTS		
UNIT HEATER		
STRIP HEATER		
COOLING TOWER		
WALK-IN COOLER		
AIR CURTAIN		
EYE WASH		
SHOWERS		
BOILER	GAS FIRED OIL FIRED STEAM	
FUEL TANK	UNDERGROUND OUTSIDE	

REAL PROPERTY INVENTORY

ITEM	TALLY	TOTAL
WASH BASIN		
AIR COMPRESSOR		
HOISTS		
INVENTORY BY:		DATA:
RECONCILED BY:		DATA:

REAL PROPERTY INVENTORY

[illegible]

PROJECT TABLE OF CONTENTS

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01420 SOURCES FOR REFERENCE PUBLICATIONS
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05650 RAILROAD TRACK AND ACCESSORIES

-- End of Project Table of Contents --

SECTION 01080

DESCRIPTION/SPECS/WORK STATEMENT

1. OBJECTIVE

This Indefinite Delivery Contract (IDC) for Construction and Design/Build Construction is intended to provide rapid response to remediation of real property (i.e. maintenance/ repair/minor construction situations relating, but not limited to, the civil, mechanical, plumbing, structural, electrical, HVAC, instrumentation, security and safety areas of Government facilities) in a cost effective manner. Task orders for design only shall not be placed against the contract. Task orders for construction or design-build may be placed against the contract. Some Architect-Engineering Services related to design-build and construction may be required. A Professional Engineering "seal" shall be provided on that work. See the following sections for specific tasks.

2. DESCRIPTION

2.1 The Contractor shall provide, upon receipt of a task order, all labor, materials, supplies, parts (to include system components), plant, supervision, equipment, and related services, (except when specified as Government furnished), to repair, construct, and/or maintain real property facilities, structures primarily at Fort Bragg, North Carolina and at other Federal facilities in Georgia, South Carolina, and North Carolina (may also include task orders for Federal projects within the geographic boundaries of the U.S. Army Corps of Engineers, South Atlantic Division) as specified in strict accordance with all terms, conditions, special contract requirements, specifications, drawings, attachments, and exhibits contained in the contract or incorporated by reference.

2.1.1 Contractor's work and responsibility shall include all Contractor planning, programming, administration, and management necessary to provide all remediation (i.e. maintenance, repair, and/or construction and design/build services) as specified. The Contractor shall conduct the work in strict accordance with the contract and all applicable Federal, State, and local laws, regulations, codes, or directives. The Contractor shall provide related services such as preparing and submitting required reports, performing administrative work, and submitting necessary information as specified under this contract and within each task order. The Contractor shall ensure that all work provided meets the scope of work for each task order, and any special specifications included with the individual task order or included in any applicable documents.

2.1.2 The Government will provide a detailed scope of work to the Contractor detailing the task to be accomplished. The detail provided will vary from a general idea of what is required with no drawings to complete design documents, depending on the complexity of the project. The Contractor shall use the information provided by the Government and submit a complete proposal regardless of how much information is provided by the Government. The proposal shall include the remediation method, labor and materials necessary for performing the work required. For task orders where the Government provides no drawings, the Contractor shall provide sketches to clearly show what work is included with his proposal.

2.1.3 The Contractor shall complete all work and services under this contract in accordance with schedules established in each task order. Submittal dates will be included in the task order. These dates identify when submittals are due in the issuing office and other addresses identified in the task order.

Types and numbers of submittals and dates and places for review meetings shall be established by each task order.

3. DEFINITIONS

3.1 The following terms apply to this contract (the list is not all-inclusive).

3.1.1 Site Survey

An inspection of a facility required to accomplish a design/build remediation action and normally part of the work plan.

3.1.2 Facility Remediation Project

A project undertaken to correct an identified situation.

3.1.3 Work Plan (Design)

A detailed package consisting of single line diagrams, design, engineering calculations, criteria, manufacturers' data/cut sheets, specifications, estimates, etc., suitable to provide details to remediate (construct) a facility.

3.1.4 Remediation Action (Design/Build)

The action taken to prepare the work plan (design) and accomplish construction; i.e., design, repair, renovation, minor new construction.

3.1.5 Remediation Action (Construction)

The action taken to accomplish construction; i.e., repair, renovation, minor new construction.

3.2 Data Submittal Requirements

3.2.1 DD Form 1423 - Contract DATA REQUIREMENTS LIST

These forms, attached to the end of this section, show the frequency of submittals and the number and destination of the submittals as well as related contracting office requirements. They are referenced in the scope of work (SOW) by title and DATA ITEM NUMBER (DIN). The DIN is assigned to the data submittal requirements for the Contractor. The DIN is alphanumeric in that it is composed of alphabetical letters and sequential data submittal requirements, numbers: i.e., FRP0001 is the first (001) data submittal requirement for the Facilities Remediation Project (FRP). They are cross-referenced to the scope of work and DD Form 1644 described below through common DINs titles.

3.2.2 DD Form 1664 - DATA ITEM DESCRIPTION

These forms, attached to the end of this section, contain the requirements for Contractor data submittals required in the SOW. Each DD Form 1664 is coded with the same alphanumeric DIN numbers and titles as the DD Form 1423s for cross-referencing data submittal requirements, frequency of submittals, and number and destination of submittals.

4. SERVICES TO BE PERFORMED

4.1 General Services

The Contractor shall, commencing upon issuance of a task order, supply all personnel, tools, equipment, transportation, materials, and supervision (except as otherwise noted or provided) to safely and efficiently perform the FRPs. All task orders to be completed under this contract shall be performed in accordance with applicable provisions of the U.S. Army Corps of Engineers Safety and Health Requirements, Manual, EM 385-1-1; the Savannah District Design Manual within the Engineering Criteria at <http://en.sas.usace.army.mil/>; and the Technical Instruction (TI) 800-01 <http://www.hnd.usace.army.mil> under the TECHINFO link, Publications Instructions, TI, unless other criteria are provided by the Contracting Officer.

4.1.1 Contractor's Representative

The Contractor shall execute the work under the direction of a Contractor Program Manager approved by the Contracting Officer. The full-time on-site Program Manager shall be designated in writing (listing name, address, and local home telephone number). The Program Manager shall be responsible for the overall management and coordination of this contract and shall be the central point of contact with the Government for performance of all work under this contract including warranty. Another individual may be designated to temporarily act for the Program Manager, however, forty-eight (48) hours advance notice in writing of such change shall be provided to the Contracting Officer.

4.1.2 Contractor's Project Manager

The Contractor's Project Manager shall oversee task accomplishment, administer all instructions, and answer all questions from the Contracting Officer pertaining to the tasks during the life of the contract. The Contractor's Project Manager shall be responsible for the complete coordination of all work under this contract. The Contractor's Project Manager shall be responsible for ensuring that adequate internal controls and review procedures are followed in order to eliminate conflicts, errors and omissions and for ensuring that all technical requirements are met.

4.1.3 Overall Responsibility

The Contractor shall be responsible for all site surveys; calculations; work plans; remediation actions; equipment startups; and testing, repair, and/or training required for satisfactory completion of the FRP as required by each individual task order. This shall include, but not be limited to providing labor, equipment, materials, applicable engineering documentation, and other necessary services and/or products for the remediation, implementation, or testing that may be required by the individual task order.

4.1.4 Codes and Standards

The site surveys, work plans, remedial actions, equipment startup and testing and/or repair shall conform to the requirements of this contract. The Contractor shall adhere to codes and standards as specified herein and in the individual task orders. Technical specifications may be provided for individual task orders. All codes and standard requirements shall be based on the latest edition of codes applicable at the time the task order is issued. All work shall comply with local, state, national, international or military codes, whichever is the most stringent.

4.1.5 Documentation

The Contractor shall implement, maintain, and control a system for identification, preparation, reproduction, distribution, and maintenance of all documentation, dates and information necessary for its internal management as well as for Government management of the individual projects and the total program.

4.1.6 Presentations and Meetings

Times and locations of presentations and meetings shall be identified in each task order.

4.1.7 Safety and Health Program

Site activities performed in conjunction with this program may pose safety hazards which require specialized expertise to effectively address and eliminate. The Contractor shall be responsible for preparing and implementing an effective safety and health program, to include a generic site safety and health plan prepared in accordance with DD Form 1423, DIN FRP0001. This plan shall be capable of being adapted by means of a supplement to the main plan as required by individual task orders.

4.1.8 Quality Control Program

The Contractor shall develop, implement, and document an effective quality control plan for the program. Providing a generic site quality control plan prepared in accordance with DD Form 1423, DIN FRP0002. This generic site quality control plan shall be submitted to the Contracting Officer for approval within 30 days, or an agreed to shorter period, after contract award.

This plan shall be capable of being adapted by means of a supplement to the main plan as required by individual task orders.

4.2 Specific Services

4.2.1 Permits

The Contractor shall identify and obtain all permits from Federal, State, local, or installation agencies.

5. APPROVALS, RESPONSIBILITIES, QUALIFICATIONS FOR LABOR CATEGORIES

5.1 Staffing Approvals

Prior to making changes in management staff, the Contractor shall notify the Contracting Officer in writing of changes in his proposed management staff as set forth in his technical proposal.

5.1.1 The Contractor shall maintain a management staff with comparable ability and experience to the staff listed in the management proposal. Any changes from the proposed and accepted management staff must be approved by the Contracting Officer. A request for a change to the approved staff must be submitted in writing. A current qualification statement, and reason for changing the personnel, shall be included in the request for approval.

5.1.2 Resumes that have been previously submitted to the Government need not be a part of the individual task order proposal. Federal, military and civilian, employees shall not be employed by the Contractor in performance of any work under the contract, e.g., during off-duty hours, regular hours, or while on annual leave.

5.2 Responsibilities

5.2.1 Program Manager

This is the individual who has the direct responsibility for contract execution. This individual shall serve as the single point of contact and liaison between the Contracting Officer and the Contractor.

5.2.2 Project Manager

This is the individual who has the direct responsibility for all operations on the site.

5.2.3 Project Engineer

This individual shall provide professional engineering services and lead the technical staff (registered and non-registered engineering/scientist support).

5.2.4 Project Superintendent

This individual shall supervise the FRP work on site as stated in each task order.

5.2.5 Contract Administrator

This individual shall be directly responsible for contract administration.

5.2.6 Technical Staff

The technical staff shall consist of architects and engineers, (general, civil, mechanical, electrical, structural, fire protection, and/or safety), technicians and instrumentation specialists (DDC, Fire, security/intrusion detection).

5.2.7 Quality Control Manager

This individual shall be directly responsible for the Quality Control Program.

5.2.7.1 Quality Control Officer

This individual shall be directly responsible for the site quality control. This position may be held jointly by the project Safety Engineer.

5.2.8 Safety Engineer

This individual shall be directly responsible for the Safety Program.

5.2.8.1 Site Safety Officer

This individual shall be directly responsible for site safety. This position may be held jointly by the project Quality Control Officer.

5.2.9 Additional People

Additional specialized safety and quality control people may be required. i.e., fire protection, mechanical controls, HVAC balancing, etc. The Contractor may need to hire an outside lab., i.e., concrete testing, HTRW testing, welding testing, etc.

6. ACTIVITIES UNDER FACILITY REMEDIATION PROJECTS

6.1 Task Orders

The activities to be performed by the Contractor under this contract and subsequent task orders are described in general terms below (this list is not all-inclusive). The specific tasks to be performed will be identified in each task order. The Contracting Officer reserves the right to modify duties and time periods in the task. At the completion of each approved task order, the results, documented and conceptual, becomes the property of the Government. The Contracting Officer will decide whether or not to award another task order.

6.1.1 Task Order Procurement Procedures for Normal, Unusual and Rare Conditions

6.1.1.1 Normal Conditions

Under normal conditions the Contractor shall review the scope of work for completeness and biddability and then provide a proposal for the work. When preparing the proposal, the contract bid schedule line items disciplines will be used to price labor hours performed by the Prime Contractor, with only hours being negotiated. For work that the Prime Contractor intends to subcontract, competition must be obtained and the most fair and reasonable prices reflected in the Contractor's proposal. If competition is not obtained, the Contractor shall explain in writing what circumstances precluded competition. The Government shall evaluate the proposal, assure competition is present and sufficient, determine price reasonableness, negotiate with the Contractor, and issue the FFP task order.

6.1.1.2 Unusual Conditions

In unusual cases when work must commence almost immediately and there is insufficient time to fully definitize the price, the Government will have, as a minimum, a fully definitized scope of work and an IGE completed. The Contractor will prepare and submit his proposal in the same manner as under normal conditions. The Government shall compare the IGE to the Contractor's proposal and establish a most realistic not to exceed limit for use in issuing the task order. Immediately after task order issuance the Government shall complete the evaluation of the proposal, assure competition is present and sufficient, determine price reasonableness, negotiate with the Contractor, and issue a modification to the FFP task order providing final definitization of price.

6.1.1.3 Rare Conditions

In rare cases, when a task order must be issued without receipt of the Contractor's proposal, the following additional limitations will apply:

6.1.1.3.1 Contractor's proposal shall be submitted to the Government within the time stipulated in the task order RFP or 30 calendar days after the issuance of the task order, whichever is less. If the proposal is not received within the required time, the Contracting Officer may issue a suspension of work. In the event that a suspension of work is issued due to Contractor delay shall result in no additional Contractor cost to the task order.

6.1.1.3.2 Contractor shall not perform work beyond 50 percent of the not to exceed obligation without having submitted a qualifying proposal to the Government.

6.1.1.3.3 The Government may increase the 50 percent performance limitation stated above in paragraph 6.1.1.3.2 to 75 percent when the Contractor submits a qualifying proposal; this increase shall be accomplished by modification (signed by the Contracting Officer) to the task order.

6.1.1.3.4 All task orders issued as firm fixed price must be definitized within 90 calendar days after receipt of the Contractor's proposal; any extension of time must be approved by the Contracting Officer in writing prior to the 90th day; the Area Office will submit the justification for extension to the Contracting Officer for approval.

6.1.2 Work Plan (Design)

As per the Contractor's Technical Proposal for time periods, the Contractor shall prepare and submit a work plan to the Contracting Officer for approval prior to beginning any remedial action on site. The work plan shall be submitted for two reviews, preliminary and final, in accordance with DD Form 1423, DIN FRP0003. Work plan (Contractor's engineering related services and price proposal) shall be submitted within 10 working days after it is requested by the Government, unless the written request states otherwise.

The Contracting Officer shall decide to accept or reject the preliminary plan on its own merits or to continue through final review. The final review will be to ascertain that all Government review comments from the preliminary review have been incorporated.

6.1.3 Negotiations

The negotiations, when required, between the Contracting Officer, and the Contractor, shall begin at a time prescribed by the Government, and convenient to the Contractor. Details covered in negotiations shall include, but not necessarily be limited to:

- Scope of Work Plan (Design).
- Period of Contract.
- Technical Details of Work Plan.
- Management of Work Plan.
- Cost of Price Proposal for Work Plan and/or Remediation Action (FRP0004).

Implementation of the remediation action shall not begin until all disagreements on the above items have been settled between the Contractor and the Government.

6.1.4 Awarded Action

After the work plan and/or remedial action have been awarded (through the medium of a task order) the Contractor shall:

6.1.4.1 Attend a pre-remediation conference with the Contracting Officer for review of the items described in DD Form 1423, DIN FRP0005.

6.1.4.2 Begin work on the work plan and/or remediation of the facility in accordance with the approved work schedule. As work progresses, the Contractor shall meet the following requirements:

- a. Adhere to the work plan scope of services.
- b. Adhere to the approved plan for site safety and health, prepared and submitted in accordance with DD Form 1423, FRP0001 and as modified by the task order.
- c. Adhere to the approved quality control program, prepared and submitted in accordance with DD Form 1423, DIN FRP0002 and as modified by the task order.
- d. Prepare and certify a comprehensive work, schedule based on the proposed work plan in accordance with DD Form 1423, FRP0006.

- e. Remediate the facility in accordance with the approved work plan previously submitted in accordance with DD Form 1423, DIN FRP0003.
- f. Submit weekly progress reports starting second week after issuance of task order in accordance with DD Form 1423, DIN FRP0007.
- g. Maintain a telephone correspondence log in accordance with DD Form 1423, DIN FRP0008.
- h. Conduct test of modified system/equipment and obtain Government inspection/approval in accordance with DD Form 1423, DIN FRP0009.
- i. Prepare operation and maintenance manuals, for the modified system/equipment in accordance with DD form 1423, DIN FRP0010.
- j. Prepare training program and train Government personnel in operation and maintenance of modified system/equipment in accordance with DD Form 1423, DIN FRP0011.
- k. Provide equipment and construction warranties in accordance with DD Form 1423, DIN FRP0012.
- l. Submit certified list of standard equipment and MFRP service organizations in accordance with DD Form 1423, DIN FRP0013.
- m. Certify computer media in accordance with DD Form 1423, DIN FRP0014.
- n. Prepare and submit project specific remediation reports including "lessons learned" documents in accordance with DD Form 1423, DIN FRP0015.

6.1.5 As-Built Drawings. As the work plan and remediation action progresses, the Contractor shall accomplish initial as-built drawings, which reflect the project current condition in accordance with DD Form 1423, DIN FRP0016. At the completion of the remediation action, the Contractor shall submit as-built final drawings in accordance with DD Form 1423, DIN FRP0017.

7. SUBMITTED SURVEYS, STUDIES, PROPOSALS, AND WORK PLANS

All surveys, studies, proposals, and work plans submitted to the Contracting Officer become the property of the Government.

8. ENVIRONMENTAL PROTECTION

The Contractor shall perform all work in such a manner as to minimize the pollution of air, water, or land and to control noise and dust within reasonable limits and in accordance with federal, state, and local environmental laws.

9. ASBESTOS AND LEAD-BASED PAINT

When work is in areas suspected of containing asbestos or lead-based paint, the Contractor shall notify the Contracting Officer immediately. If asbestos and/or lead-based paint is encountered during the course of a project, work shall cease immediately and the Contracting Officer shall be notified.

10. SITE SECURITY

The Contractor shall provide site security (fencing, lighting, or guard services) as required by each task order. However, at a minimum, the Contractor shall maintain the site and all other Contractor-controlled areas

in such a manner as to minimize the risk of theft, vandalism, injury, or accident. The Contractor shall comply with site security regulations.

11. ACCIDENT REPORTS

The Contractor shall comply with accident reporting requirements as outlined in the latest edition of U.S. Army Corps of Engineers, Safety and Health Requirements Manual EM 385-1-1, which will be furnished by the Contracting Officer. All accident reports shall be submitted to the Contracting Officer within the time limits prescribed.

12. PUBLIC AFFAIRS

The Contractor shall not publicly disclose any data generated or reviewed under this contract. The Contractor shall refer all requests for information concerning site conditions to the Contracting Officer or Administration Contracting Officer for comment.

13. REFERENCES

The publications listed below form the basis for the remediation work under this contract. Additional references may be identified as required in the task orders. Work done under individual task orders shall utilize the latest issue of the publication dated at the time of the task order award. When a required publication is not referenced in this list or the task order, the Contractor shall utilize one that has national applications. Where conflicts arise between publications, the most stringent shall apply.

AMERICAN HOSPITAL ASSOCIATION (AHA)

AHA Maintenance Management for Health Care Facilities

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI C2 National Electric Safety Code

AMERICAN SOCIETY OF HEATING, REFRIGERATING, AND AIR CONDITIONING ENGINEERS (ASHRAE)

Handbooks Refrigeration Fundamentals HVAC System and Equipment
HVAC Applications

Standards Ventilation for Acceptable Indoor Air Quality

INSTALLATION DESIGN GUIDE

CODE OF FEDERAL REGULATIONS (CFR)

29 CFR 1910 Occupational Safety and Health Standards - General
Construction

29 CFR 1926 Occupational Safety and Health Standards - Construction
Industry

DEPARTMENT OF THE ARMY, CORPS OF ENGINEERS MANUAL (EM)

EM 385-1-1 Safety and Health Requirements Manual

DEPARTMENT OF THE ARMY, CORPS OF ENGINEERS REGULATION (ER)

ER 25-345-1 Military Publications System Operation and Maintenance
Documentation

DEPARTMENT OF THE ARMY REGULATION (AR)

AR 385-40 Accident Reporting Standards

DEPARTMENT OF THE ARMY TECHNICAL MANUALS (TM)

TM 5-810-1 Mechanical Design, Heating, Ventilating, and Air
Conditioning

TM 5-810-4 Compressed Air, TM 5-810-5 Plumbing

TM 5-811-1 Electric Power Supply and Distribution

TM 5-811-2 Electric Design, Interior Electrical System

TM 5-811-14 Coordinated Power Systems Protection

TM 5-815-3 Heating, Ventilation, and Air Conditioning (HVAC)

JOINT COMMISSION ACCREDITATION ON HEALTH CARE ORGANIZATION
(JCAHO)

JCAHO Joint Commission of Accreditation on Health Care
Organizations

MILITARY HANDBOOKS (MIL-HDBK)

MIL-HDBK-1008B Fire Protection for Facilities Engineering, Design, and
Construction

MIL-HDBK-1190 Facility Planning and Design Guide

MIL-HDBK-1191 Medical and Dental Treatment Facilities, Design and
Construction Criteria

NATIONAL INSTITUTE OF TECHNOLOGY AND STANDARDS

Handbook 135 Life Cycle Cost Analysis

NATIONAL FIRE PROTECTION ASSOCIATION, INC. (NFPA)

NFPA 70 National Electric Code

NFPA 80 Doors and Windows

NFPA 99 Health Care Facilities

NFPA 101 Safety to Life from Fire in Building and Structures

BUILDING CODES (52.9101-4000 TM)

All work shall be performed in compliance with the following National
Standards and Codes, applicable.

American Institute of Steel Construction (AISC)

American Concrete Institute (ACI)

Uniform Building Code (UBC)

Uniform Plumbing Code (UPC)

Uniform Mechanical Code (UMC)

Joint Commission Accreditation of Hospitals (JCAH)

Code of Federal Regulations (CFR)

OSHA General Industry Safety and Health Standards (29 CFR 1910), Publication V2206; and OSHA Construction Industry Standards (29 CFR 1926). One source of these regulations is OSHA Publication 2207, which includes a combination of both Parts 1910 and 1926 as they relate to construction safety and health. Contact the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

National Emission Standards for Hazardous Air Pollutants (40 CFR, Part 61).

FEDERAL STANDARDS (FED STD)

FED STD 313A Material Safety Data Sheets, Preparation and the Submission

FED STD 795 Uniform Federal Accessibility Standards

AMERICANS WITH DISABILITIES ACT (ADA)

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SECTION 01320A

PROJECT SCHEDULE

05/02

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of the specification to the extent referenced. The publications are referenced in the text by basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE)

ER 1-1-11 (1995) Progress, Schedules, and Network Analysis Systems

1.2 QUALIFICATIONS

The Contractor shall designate an authorized representative who shall be responsible for the preparation of all required project schedule reports.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

Pursuant to the Contract Clause, SCHEDULE FOR CONSTRUCTION CONTRACTS, a Project Schedule as described below shall be prepared. The scheduling of construction shall be the responsibility of the Contractor. Contractor management personnel shall actively participate in its development. Subcontractors and suppliers working on the project shall also contribute in developing and maintaining an accurate Project Schedule. The approved Project Schedule shall be used to measure the progress of the work, to aid in evaluating time extensions, and to provide the basis of all progress payments.

3.2 BASIS FOR PAYMENT

The schedule shall be the basis for measuring Contractor progress. Lack of an approved schedule or scheduling personnel will result in an inability of the Contracting Officer to evaluate Contractor's progress for the purposes of payment. Failure of the Contractor to provide all information, as specified below, shall result in the disapproval of the entire Project Schedule submission and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes. In the case where Project Schedule revisions have been directed by the Contracting Officer and those revisions have not been included in the Project Schedule, the Contracting Officer may hold retainage up to the maximum allowed by contract, each payment period, until revisions to the Project Schedule have been made.

3.3 PROJECT SCHEDULE

The computer software system utilized by the Contractor to produce the Project Schedule shall be capable of providing all requirements of this

specification. Failure of the Contractor to meet the requirements of this specification shall result in the disapproval of the schedule. Manual methods used to produce any required information shall require approval by the Contracting Officer.

3.3.1 Use of the Critical Path Method

The Critical Path Method (CPM) of network calculation shall be used to generate the Project Schedule. The Contractor shall provide the Project Schedule in the Precedence Diagram Method (PDM).

3.3.2 Level of Detail Required

The Project Schedule shall include an appropriate level of detail. Failure to develop or update the Project Schedule or provide data to the Contracting Officer at the appropriate level of detail, as specified by the Contracting Officer, shall result in the disapproval of the schedule. The Contracting Officer will use, but is not limited to, the following conditions to determine the appropriate level of detail to be used in the Project Schedule:

3.3.2.1 Activity Durations

Contractor submissions shall follow the direction of the Contracting Officer regarding reasonable activity durations. Reasonable durations are those that allow the progress of activities to be accurately determined between payment periods (usually less than 2 percent of all non-procurement activities' Original Durations are greater than 20 days).

3.3.2.2 Procurement Activities

Tasks related to the procurement of long lead materials or equipment shall be included as separate activities in the project schedule. Long lead materials and equipment are those materials that have a procurement cycle of over 90 days. Examples of procurement process activities include, but are not limited to: submittals, approvals, procurement, fabrication, and delivery.

3.3.2.3 Critical Activities

The following activities shall be listed as separate line activities on the Contractor's project schedule:

- a. Submission and approval of mechanical/electrical layout drawings.
- b. Submission and approval of O & M manuals.
- c. Submission and approval of as-built drawings.
- d. Submission and approval of 1354 data and installed equipment lists.
- e. Submission and approval of testing and air balance (TAB).
- f. Submission of TAB specialist design review report.
- g. Submission and approval of fire protection specialist.
- h. Submission and approval of testing and balancing of HVAC plus commissioning plans and data.

- i. Air and water balance dates.
- j. HVAC commissioning dates.
- k. Controls testing plan.
- l. Controls testing.
- m. Performance Verification testing.
- n. Other systems testing, if required.
- o. Prefinal inspection.
- p. Correction of punchlist from prefinal inspection.
- q. Final inspection.

3.3.2.4 Government Activities

Government and other agency activities that could impact progress shall be shown. These activities include, but are not limited to: inspections, utility tie-in, Government Furnished Equipment (GFE) and Notice to Proceed (NTP) for phasing requirements.

3.3.2.5 Responsibility

All activities shall be identified in the project schedule by the party responsible to perform the work. Responsibility includes, but is not limited to, the subcontracting firm, contractor work force, or government agency performing a given task. Activities shall not belong to more than one responsible party. The responsible party for each activity shall be identified by the Responsibility Code.

3.3.2.6 Work Areas

All activities shall be identified in the project schedule by the work area in which the activity occurs. Activities shall not be allowed to cover more than one work area. The work area of each activity shall be identified by the Work Area Code.

3.3.2.7 Modification or Claim Number

Any activity that is added or changed by contract modification or used to justify claimed time shall be identified by a mod or claim code that changed the activity. Activities shall not belong to more than one modification or claim item. The modification or claim number of each activity shall be identified by the Mod or Claim Number. Whenever possible, changes shall be added to the schedule by adding new activities. Existing activities shall not normally be changed to reflect modifications.

3.3.2.8 Bid Item

All activities shall be identified in the project schedule by the Bid Item to which the activity belongs. An activity shall not contain work in more than one bid item. The bid item for each appropriate activity shall be identified by the Bid Item Code.

3.3.2.9 Phase of Work

All activities shall be identified in the project schedule by the phases of work in which the activity occurs. Activities shall not contain work in more than one phase of work. The project phase of each activity shall be by the unique Phase of Work Code.

3.3.2.10 Category of Work

All Activities shall be identified in the project schedule according to the category of work which best describes the activity. Category of work refers, but is not limited, to the procurement chain of activities including such items as submittals, approvals, procurement, fabrication, delivery, installation, start-up, and testing. The category of work for each activity shall be identified by the Category of Work Code.

3.3.2.11 Feature of Work

All activities shall be identified in the project schedule according to the feature of work to which the activity belongs. Feature of work refers, but is not limited to, a work breakdown structure for the project. The feature of work for each activity shall be identified by the Feature of Work Code.

3.3.3 Scheduled Project Completion

The schedule interval shall extend from NTP to the contract completion date.

3.3.3.1 Project Start Date

The schedule shall start no earlier than the date on which the NTP was acknowledged. The Contractor shall include as the first activity in the project schedule an activity called "Start Project". The "Start Project" activity shall have an "ES" constraint date equal to the date that the NTP was acknowledged, and a zero day duration.

3.3.3.2 Constraint of Last Activity

Completion of the last activity in the schedule shall be constrained by the contract completion date. Calculation on project updates shall be such that if the early finish of the last activity falls after the contract completion date, then the float calculation shall reflect a negative float on the critical path. The Contractor shall include as the last activity in the project schedule an activity called "End Project". The "End Project" activity shall have an "LF" constraint date equal to the completion date for the project, and a zero day duration.

3.3.3.3 Early Project Completion

In the event the project schedule shows completion of the project prior to the contract completion date, the Contractor shall identify those activities that have been accelerated and/or those activities that are scheduled in parallel to support the Contractor's "early" completion. Contractor shall specifically address each of the activities noted in the narrative report at every project schedule update period to assist the Contracting Officer in evaluating the Contractor's ability to actually complete prior to the contract period.

3.3.4 Interim Completion Dates

Contractually specified interim completion dates shall also be constrained to show negative float if the early finish date of the last activity in that phase falls after the interim completion date.

3.3.4.1 Start Phase

The Contractor shall include as the first activity for a project phase an activity called "Start Phase X" where "X" refers to the phase of work. The "Start Phase X" activity shall have an "ES" constraint date equal to the date on which the NTP was acknowledged, and a zero day duration.

3.3.4.2 End Phase

The Contractor shall include as the last activity in a project phase an activity called "End Phase X" where "X" refers to the phase of work. The "End Phase X" activity shall have an "LF" constraint date equal to the completion date for the project, and a zero day duration.

3.3.4.3 Phase X

The Contractor shall include a hammock type activity for each project phase called "Phase X" where "X" refers to the phase of work. The "Phase X" activity shall be logically tied to the earliest and latest activities in the phase.

3.3.5 Default Progress Data Disallowed

Actual Start and Finish dates shall not be automatically updated by default mechanisms that may be included in CPM scheduling software systems. Actual Start and Finish dates on the CPM schedule shall match those dates provided from Contractor Quality Control Reports. Failure of the Contractor to document the Actual Start and Finish dates on the Daily Quality Control report for every in-progress or completed activity, and failure to ensure that the data contained on the Daily Quality Control reports is the sole basis for schedule updating shall result in the disapproval of the Contractor's schedule and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes. Updating of the percent complete and the remaining duration of any activity shall be independent functions. Program features which calculate one of these parameters from the other shall be disabled.

3.3.6 Out-of-Sequence Progress

Activities that have posted progress without all preceding logic being satisfied (Out-of-Sequence Progress) will be allowed only on a case-by-case approval of the Contracting Officer. The Contractor shall propose logic corrections to eliminate all out of sequence progress or justify not changing the sequencing for approval prior to submitting an updated project schedule.

3.3.7 Negative Lags

Lag durations contained in the project schedule shall not have a negative value.

3.4 PROJECT SCHEDULE SUBMISSIONS

The Contractor shall provide the submissions as described below. The data disk, reports, and network diagrams required for each submission are contained in paragraph SUBMISSION REQUIREMENTS.

3.4.1 Preliminary Project Schedule Submission

The Preliminary Project Schedule, defining the Contractor's planned operations for the first 15 calendar days shall be submitted for approval within 15 calendar days after the NTP is acknowledged. The approved preliminary schedule shall be used for payment purposes not to exceed 60 calendar days after NTP.

3.4.2 Initial Project Schedule Submission

The Initial Project Schedule shall be submitted for approval within 30 calendar days after NTP. The schedule shall provide a reasonable sequence of activities which represent work through the entire project and shall be at a reasonable level of detail.

3.4.3 Periodic Schedule Updates

Based on the result of progress meetings, specified in "Periodic Progress Meetings," the Contractor shall submit periodic schedule updates. These submissions shall enable the Contracting Officer to assess Contractor's progress. If the Contractor fails or refuses to furnish the information and project schedule data, which in the judgement of the Contracting Officer or authorized representative is necessary for verifying the Contractor's progress, the Contractor shall be deemed not to have provided an estimate upon which progress payment may be made.

3.4.4 Standard Activity Coding Dictionary

The Contractor shall use the activity coding structure defined in the Standard Data Exchange Format (SDEF) in ER 1-1-11, Appendix A. This exact structure is mandatory, even if some fields are not used.

3.5 SUBMISSION REQUIREMENTS

The following items shall be submitted by the Contractor for the preliminary submission, initial submission, and every periodic project schedule update throughout the life of the project:

3.5.1 Data Disks

Two data disks containing the project schedule shall be provided. Data on the disks shall adhere to the SDEF format specified in ER 1-1-11, Appendix A.

3.5.1.1 File Medium

Required data shall be submitted on 3.5 disks, formatted to hold 1.44 MB of data, under the MS-DOS Version 5. or 6.x, unless otherwise approved by the Contracting Officer.

3.5.1.2 Disk Label

A permanent exterior label shall be affixed to each disk submitted. The

label shall indicate the type of schedule (Preliminary, Initial, Update, or Change), full contract number, project name, project location, data date, name and telephone number of person responsible for the schedule, and the MS-DOS version used to format the disk.

3.5.1.3 File Name

Each file submitted shall have a name related to either the schedule data date, project name, or contract number. The Contractor shall develop a naming convention that will ensure that the names of the files submitted are unique. The Contractor shall submit the file naming convention to the Contracting Officer for approval.

3.5.2 Narrative Report

A Narrative Report shall be provided with the preliminary, initial, and each update of the project schedule. This report shall be provided as the basis of the Contractor's progress payment request. The Narrative Report shall include: a description of activities along the 2 most critical paths, a description of current and anticipated problem areas or delaying factors and their impact, and an explanation of corrective actions taken or required to be taken. The narrative report is expected to relay to the Government, the Contractor's thorough analysis of the schedule output and its plans to compensate for any problems, either current or potential, which are revealed through that analysis.

3.5.3 Approved Changes Verification

Only project schedule changes that have been previously approved by the Contracting Officer shall be included in the schedule submission. The Narrative Report shall specifically reference, on an activity by activity basis, all changes made since the previous period and relate each change to documented, approved schedule changes.

3.5.4 Schedule Reports

The format for each activity for the schedule reports listed below shall contain: Activity Numbers, Activity Description, Original Duration, Remaining Duration, Early Start Date, Early Finish Date, Late Start Date, Late Finish Date, Total Float. Actual Start and Actual Finish Dates shall be printed for those activities in progress or completed.

3.5.4.1 Activity Report

A list of all activities sorted according to activity number.

3.5.4.2 Logic Report

A list of Preceding and Succeeding activities for every activity in ascending order by activity number. Preceding and succeeding activities shall include all information listed above in paragraph Schedule Reports. A blank line shall be left between each activity grouping.

3.5.4.3 Total Float Report

A list of all incomplete activities sorted in ascending order of total float. Activities which have the same amount of total float shall be listed in ascending order of Early Start Dates. Completed activities shall not be shown on this report.

3.5.4.4 Earnings Report

A compilation of the Contractor's Total Earnings on the project from the NTP until the most recent Monthly Progress Meeting. This report shall reflect the Earnings of specific activities based on the agreements made in the field and approved between the Contractor and Contracting Officer at the most recent Monthly Progress Meeting. Provided that the Contractor has provided a complete schedule update, this report shall serve as the basis of determining Contractor Payment. Activities shall be grouped by bid item and sorted by activity numbers. This report shall: sum all activities in a bid item and provide a bid item percent; and complete and sum all bid items to provide a total project percent complete. The printed report shall contain, for each activity: the Activity Number, Activity Description, Original Budgeted Amount, Total Quantity, Quantity to Date, Percent Complete (based on cost), and Earnings to Date.

3.5.5 Network Diagram

The network diagram shall be required on the initial schedule submission and on monthly schedule update submissions. The network diagram shall depict and display the order and interdependence of activities and the sequence in which the work is to be accomplished. The Contracting Officer will use, but is not limited to, the following conditions to review compliance with this paragraph:

3.5.5.1 Continuous Flow

Diagrams shall show a continuous flow from left to right with no arrows from right to left. The activity number, description, duration, and estimated earned value shall be shown on the diagram.

3.5.5.2 Project Milestone Dates

Dates shall be shown on the diagram for start of project, any contract required interim completion dates, and contract completion dates.

3.5.5.3 Critical Path

The critical path shall be clearly shown.

3.5.5.4 Banding

Activities shall be grouped to assist in the understanding of the activity sequence. Typically, this flow will group activities by category of work, work area and/or responsibility.

3.5.5.5 S-Curves

Earnings curves showing projected early and late earnings and earnings to date.

3.6 PERIODIC PROGRESS MEETINGS

Progress meetings to discuss payment shall include a monthly onsite meeting or other regular intervals mutually agreed to at the preconstruction conference. During this meeting the Contractor shall describe, on an activity by activity basis, all proposed revisions and adjustments to the project schedule required to reflect the current status of the project.

The Contracting Officer will approve activity progress, proposed revisions, and adjustments as appropriate.

3.6.1 Meeting Attendance

The Contractor's Project Manager and Scheduler shall attend the regular progress meeting.

3.6.2 Update Submission Following Progress Meeting

A complete update of the project schedule containing all approved progress, revisions, and adjustments, based on the regular progress meeting, shall be submitted not later than 4 working days after the monthly progress meeting.

3.6.3 Progress Meeting Contents

Update information, including Actual Start Dates, Actual Finish Dates, Remaining Durations, and Cost-to-Date shall be subject to the approval of the Contracting Officer. As a minimum, the Contractor shall address the following items on an activity by activity basis during each progress meeting.

3.6.3.1 Start and Finish Dates

The Actual Start and Actual Finish dates for each activity currently in-progress or completed .

3.6.3.2 Time Completion

The estimated Remaining Duration for each activity in-progress. Time-based progress calculations shall be based on Remaining Duration for each activity.

3.6.3.3 Cost Completion

The earnings for each activity started. Payment will be based on earnings for each in-progress or completed activity. Payment for individual activities will not be made for work that contains quality defects. A portion of the overall project amount may be retained based on delays of activities.

3.6.3.4 Logic Changes

All logic changes pertaining to NTP on change orders, change orders to be incorporated into the schedule, contractor proposed changes in work sequence, corrections to schedule logic for out-of-sequence progress, lag durations, and other changes that have been made pursuant to contract provisions shall be specifically identified and discussed.

3.6.3.5 Other Changes

Other changes required due to delays in completion of any activity or group of activities include: 1) delays beyond the Contractor's control, such as strikes and unusual weather. 2) delays encountered due to submittals, Government Activities, deliveries or work stoppages which make re-planning the work necessary. 3) Changes required to correct a schedule which does not represent the actual or planned prosecution and progress of the work.

3.7 REQUESTS FOR TIME EXTENSIONS

In the event the Contractor requests an extension of the contract completion date, or any interim milestone date, the Contractor shall furnish the following for a determination as to whether or not the Contractor is entitled to an extension of time under the provisions of the contract: justification, project schedule data, and supporting evidence as the Contracting Officer may deem necessary. Submission of proof of delay, based on revised activity logic, duration, and costs (updated to the specific date that the delay occurred) is obligatory to any approvals.

3.7.1 Justification of Delay

The project schedule shall clearly display that the Contractor has used, in full, all the float time available for the work involved with this request.

The Contracting Officer's determination as to the number of allowable days of contract extension shall be based upon the project schedule updates in effect for the time period in question, and other factual information. Actual delays that are found to be caused by the Contractor's own actions, which result in the extension of the schedule, will not be a cause for a time extension to the contract completion date.

3.7.2 Submission Requirements

The Contractor shall submit a justification for each request for a change in the contract completion date of under 2 weeks based upon the most recent schedule update at the time of the NTP or constructive direction issued for the change. Such a request shall be in accordance with the requirements of other appropriate Contract Clauses and shall include, as a minimum:

- a. A list of affected activities, with their associated project schedule activity number.
- b. A brief explanation of the causes of the change.
- c. An analysis of the overall impact of the changes proposed.
- d. A sub-network of the affected area.

Activities impacted in each justification for change shall be identified by a unique activity code contained in the required data file.

3.7.3 Additional Submission Requirements

For any requested time extension of over 2 weeks, the Contracting Officer may request an interim update with revised activities for a specific change request. The Contractor shall provide this disk within 4 days of the Contracting Officer's request.

3.8 DIRECTED CHANGES

If the NTP is issued for changes prior to settlement of price and/or time, the Contractor shall submit proposed schedule revisions to the Contracting Officer within 2 weeks of the NTP being issued. The proposed revisions to the schedule will be approved by the Contracting Officer prior to inclusion of those changes within the project schedule. If the Contractor fails to submit the proposed revisions, the Contracting Officer may furnish the Contractor with suggested revisions to the project schedule. The Contractor shall include these revisions in the project schedule until

revisions are submitted, and final changes and impacts have been negotiated. If the Contractor has any objections to the revisions furnished by the Contracting Officer, the Contractor shall advise the Contracting Officer within 2 weeks of receipt of the revisions. Regardless of the objections, the Contractor shall continue to update the schedule with the Contracting Officer's revisions until a mutual agreement in the revisions is reached. If the Contractor fails to submit alternative revisions within 2 weeks of receipt of the Contracting Officer's proposed revisions, the Contractor will be deemed to have concurred with the Contracting Officer's proposed revisions. The proposed revisions will then be the basis for an equitable adjustment for performance of the work.

3.9 OWNERSHIP OF FLOAT

Float available in the schedule, at any time, shall not be considered for the exclusive use of either the Government or the Contractor.

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SECTION 01330

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SECTION 01330

SUBMITTAL PROCEDURES

08/04

PART 1 GENERAL

1.1 DEFINITIONS

1.1.1 Submittal

Contract Clauses "FAR 52.236-5, Material and Workmanship," paragraph (b) and "FAR 52.236-21, Specifications and Drawings for Construction," paragraphs (d), (e), and (f) apply to all "submittals."

1.1.2 Submittal Descriptions (SD)

Submittals requirements are specified in the technical sections. Submittals are identified by SD numbers and titles as follows.

SD-01 Preconstruction Submittals

- Certificates of insurance.
- Surety bonds.
- List of proposed subcontractors.
- List of proposed products.
- Construction Progress Schedule.
- Submittal register.
- Schedule of prices.
- Health and safety plan.
- Work plan.
- Quality control plan.
- Environmental protection plan.

SD-02 Shop Drawings

Drawings, diagrams and schedules specifically prepared to illustrate some portion of the work.

Diagrams and instructions from a manufacturer or fabricator for use in producing the product and as aids to the Contractor for integrating the product or system into the project.

Drawings prepared by or for the Contractor to show how multiple systems and interdisciplinary work will be coordinated.

SD-03 Product Data

Catalog cuts, illustrations, schedules, diagrams, performance charts, instructions and brochures illustrating size, physical appearance and other characteristics of materials or equipment for some portion of the work.

Samples of warranty language when the contract requires extended product warranties.

SD-04 Samples

Physical examples of materials, equipment or workmanship that illustrate functional and aesthetic characteristics of a material or product and establish standards by which the work can be judged.

Color samples from the manufacturer's standard line (or custom color samples if specified) to be used in selecting or approving colors for the project.

Field samples and mock-ups constructed on the project site establish standards by which the ensuring work can be judged. Includes assemblies or portions of assemblies which are to be incorporated into the project and those which will be removed at conclusion of the work.

SD-05 Design Data

Calculations, mix designs, analyses or other data pertaining to a part of work.

SD-06 Test Reports

Report signed by authorized official of testing laboratory that a material, product or system identical to the material, product or system to be provided has been tested in accord with specified requirements. (Testing must have been within three years of date of contract award for the project.)

Report which includes findings of a test required to be performed by the Contractor on an actual portion of the work or prototype prepared for the project before shipment to job site.

Report which includes finding of a test made at the job site or on sample taken from the job site, on portion of work during or after installation.

Investigation reports.

Daily checklists.

Final acceptance test and operational test procedure.

SD-07 Certificates

Statements printed on the manufacturer's letterhead and signed by responsible officials of manufacturer of product, system or material attesting that product, system or material meets specification requirements. Must be dated after award of project contract and clearly name the project.

Document required of Contractor, or of a supplier, installer or subcontractor through Contractor, the purpose of which is to further quality of orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel qualifications.

Confined space entry permits.

Text of posted operating instructions.

SD-08 Manufacturer's Instructions

Preprinted material describing installation of a product, system or material, including special notices and Material Safety Data sheets concerning impedances, hazards and safety precautions.

SD-09 Manufacturer's Field Reports

Documentation of the testing and verification actions taken by manufacturer's representative to confirm compliance with manufacturer's standards or instructions.

Factory test reports.

SD-10 Operation and Maintenance Data

Data that is furnished by the manufacturer, or the system provider, to the equipment operating and maintenance personnel. This data is needed by operating and maintenance personnel for the safe and efficient operation, maintenance and repair of the item.

SD-11 Closeout Submittals

Documentation to record compliance with technical or administrative requirements or to establish an administrative mechanism.

1.1.3 Approving Authority

Office authorized to approve submittal.

1.1.4 Work

As used in this section, on- and off-site construction required by contract documents, including labor necessary to produce submittals, construction, materials, products, equipment, and systems incorporated or to be incorporated in such construction.

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only or as otherwise designated. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Submittal register[; G, [_____]]

*2

1.3 DELETED

*2

1.4 DELETED

1.5 APPROVED SUBMITTALS

*2

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality

Control (CQC) requirements of this contract is responsible for design, dimensions, all design extensions, such as the design of adequate connections and details, etc., and the satisfactory construction of all work.

After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.6 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

1.7 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

1.8 GENERAL

The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) System Manager and each item shall be stamped, signed, and dated by the CQC System Manager indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

1.9 SUBMITTAL REGISTER

*2

At the end of this section is an example submittal register; this list may not be all inclusive and additional submittals may be required. The Contractor shall maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall track all submittals.]

1.10 SCHEDULING

*2

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. No delay damages or time extensions will be allowed for time lost in late submittals.

1.11 TRANSMITTAL FORM (ENG FORM 4025)

The sample transmittal form (ENG Form 4025) attached to this section shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms [will be furnished to the Contractor] [are included in the QCS software that the Contractor is required to use for this contract].

This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

1.12 SUBMITTAL PROCEDURES

Submittals shall be made as follows:

1.12.1 Procedures

*2

1.12.2 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

1.13 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

1.14 GOVERNMENT APPROVED SUBMITTALS

*2

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. Five copies of the submittal will be retained by the Contracting Officer and 1 copy of the submittal will be returned to the Contractor.

1.15 INFORMATION ONLY SUBMITTALS

*2

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work;

and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

1.16 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

CONTRACTOR
(Firm Name)
_____ Approved
_____ Approved with corrections as noted on submittal data and/or attached sheets(s).
SIGNATURE: _____
TITLE: _____
DATE: _____

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

-- End of Section --

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION IDC Railroad Mainentance						CONTRACTOR												
ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION OR REVIEWER	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	APPROVING AUTHORITY				MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS	
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION		DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION			
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)	
		01330	SD-01 Preconstruction Submittals															
			Submittal register		G [
		01500	SD-06 Test Reports															
			Termiticide Application Report		G RE													
		05650	SD-02 Shop Drawings															
			Bridge Repair	3.8	G AO													
			As-Built Drawings		G AO													
			SD-03 Product Data															
			Wood Ties	2.9														
			Rails															
			Miscellaneous Track Materials	2.18														
			Crossing Material or Surface															
			Acceptable Replacement	1.4.1	G AO													
			Materials															
			Traffic Maintenance and Detour	3.8.1	G AO													
			Plans															
			Thermite Welding Procedures	3.10	G AO													
			Electric Arc Welding	3.9														
			Materials and Samples	1.4.1														
			SD-04 Samples															
			Ballast	2.1														
			SD-06 Test Reports															
			Sampling and Testing	3.12														
			Wood Ties	2.9														
			Ultrasonic Test	3.13.7.2														
			SD-07 Certificates															

[illegible]

SECTION 01340

SURVEY, LAYOUT, AND OTHER DATA

PART 1 - GENERAL

1.1 REFERENCES (Not Applicable)

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only:

SD-01 Data

Verification of Contract Survey Data; GA

The Contractor shall furnish verification of basic survey data prior to disturbing existing site conditions in accordance with PART 3 paragraph CONTRACTOR VERIFICATION OF CONTRACT SURVEY DATA.

Underground Storage Tank Data

Furnish the Contracting Officer notification of tank installation and other data in accordance with PART 3 paragraph UNDERGROUND STORAGE TANKS.

Thirty-five mm Color Slides

Provide color slides of the project construction in accordance with paragraph THIRTY-FIVE MM COLOR SLIDES.

SD-04 Drawings

Plant Layout Drawings; GA

Furnish drawings and other data concerning the principal components of the construction plant, offices, and shop and storage areas the Contractor proposes to construct at the site in accordance with paragraph PLANT LAYOUT DRAWINGS.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 CONTRACTOR VERIFICATION OF CONTRACT SURVEY DATA

During initial site layout and before existing conditions are disturbed the Contractor shall verify, in writing, the basic survey data provided on the contract drawings. Verification shall be initiated from the point shown on the contract drawings or from the contract drawing reference point designated by the Contracting Officer's authorized representative and shall include, as a minimum, benchmark elevations, horizontal control points, and sufficient spot checks of critical elevations to ensure that the survey data adequately reflects existing conditions. The Contractor shall not proceed with construction until survey verification is provided to the Contracting Officer's authorized representative. Before an existing benchmark referenced on the contract drawings is disturbed the Contractor shall establish a new benchmark which has been approved by the Contracting Officer's authorized representative. Benchmarks which are destroyed without authorization from the Contracting Officer's authorized representative must be replaced at the Contractor's expense as prescribed in clause "Layout of Work" in Section

00700, Contract Clauses. The Contractor shall refer to Contract Clauses, "Differing Site Conditions" and "Site Investigation and Conditions Affecting the Work," for additional requirements.

3.2 UNDERGROUND STORAGE TANKS

In addition to any other requirements for submittal, the Contractor shall, within 5 days of installation of any underground storage tanks under this contract, notify the Contracting Officer's representative the date of installation. The notification shall also include the following information:

- a. A plan view showing the tank's location.
- b. Projected date the tank will begin operation.
- c. Total capacity of tank in gallons.
- d. The material used in the construction of the tank.
- e. Internal protection of the tank.
- f. External protection of the tank.
- g. Type of piping and if piping is cathodically protected.
- h. Type of substance to be stored in the tank.

3.3 PLANT LAYOUT DRAWINGS (1965 APR OCE) (EFARS 52.2/9109(f))

Drawings, in triplicate, showing the layout of the plant the Contractor proposes to use on the work shall be submitted by the Contractor for review by the Contracting Officer. The drawings shall show the locations of the principal components of the construction plant; offices; shop and storage buildings; housing facilities, if any; and storage areas and yards which the Contractor proposes to construct at the site of the work and elsewhere. The Contractor shall also furnish for review by the Contracting Officer drawings in triplicate, showing the general features of his aggregate processing plant; aggregate transporting, storage and reclaiming facilities; aggregate rinsing and dewatering plant, if required; coarse aggregate rescreening plant, if required; concrete batching and mixing plant; concrete conveying and placing plant; and when precooling of concrete is required, the cooling plant. The drawing shall appropriately show the capacity of each major feature of the plant including the rated capacity of the aggregate production plant in tons per hour of fine and coarse aggregates; rated capacity of the aggregate transporting, storage and reclaiming facilities; volume of aggregate storage; capacity of cement and pozzolan storage; rated capacity of the concrete batching and mixing plant in cubic yards per hour; rated capacity of the concrete transporting and placing plant in cubic yards per hour; and when used rated capacity of plant for precooling of concrete. Drawings in triplicate showing any changes in plant made during design and erection or after the plant is in operation shall be submitted to the Contracting Officer for review. Two sets of the drawings will be retained by the Contracting Officer and one set will be returned to the Contractor with comments.

3.4 THIRTY-FIVE MM COLOR SLIDES

If required by a task order, the Contractor shall make a representative series of 35 mm, color slides consisting of six before, six during, and six after construction of the project. Slides shall be taken as directed by the Contracting Officer, and shall be delivered to the Contracting Officer.

-- End of Section --

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04/97

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CEGS-01451/S (April 1997)

Includes changes through Notice 3 (May 2000)

SECTION 01451

CONTRACTOR QUALITY CONTROL

04/97

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740 (1999b) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction

ASTM E 329 (1998a) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

*3

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager responsible for the overall construction activities at the site, including quality and production. The site project superintendent shall be responsible for all construction and construction related activities at the site.

3.2 QUALITY CONTROL PLAN

The Contractor shall furnish for review by the Government, not later than 5 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.1 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.
- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.)
- f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These

procedures shall establish verification that identified deficiencies have been corrected.

- h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.2 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.3 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 7 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

- 3.4.1 Omitted
- 3.4.2 Omitted
- 3.4.3 Omitted

3.4.4 Additional Requirement

In addition to the above experience and education requirements the CQC System Manager shall have completed the course entitled "Construction

Quality Management For Contractors". This course is offered on a quarterly basis within the Savannah District boundaries. CQC System Managers who have not successfully completed this course must attend the next available training session. Failure to successfully complete this training within the next available training date will be grounds for removal as CQC System Manager. There is currently a nominal fee to cover the cost of the training materials for Contractors who have current contracts with the Savannah District.

3.4.5 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the contract requirements.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.
- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and

sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.

- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.
- k. The Government shall be notified at least 48 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the project site. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.7.2 Testing Laboratories

3.7.2.1 Capability Check

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329.

3.7.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

3.7.3 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests, and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials shall be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the following address:

US Army Engineer District, Savannah
Environmental & Materials Unit
200 North Cobb Parkway
Building 400, Suite 404
Marietta, GA 30062

Coordination for each specific test will be made through the Area Office.

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Near the end of the work, or any increment of the work established by a time stated in the Special Clause, "Commencement, Prosecution, and Completion of Work", or by the specifications, the CQC Manager shall conduct an inspection of the work. A punch list of items which do not conform to the approved drawings and specifications shall be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.8.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government, so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at the final acceptance inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase shall be identified (Preparatory, Initial, Follow-up). List of deficiencies noted, along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.

- f. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.
- g. Offsite surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 SAMPLE FORMS

Sample forms are included in Attachment 1 to Section 00800.

3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

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SECTION 01500

TEMPORARY CONSTRUCTION FACILITIES

02/97

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

1.1.1 Site Plan

The Contractor shall prepare a site plan indicating the proposed location and dimensions of any area to be fenced and used by the Contractor, the number of trailers to be used, avenues of ingress/egress to the fenced area and details of the fence installation. Any areas which may have to be graveled to prevent the tracking of mud shall also be identified. The Contractor shall also indicate if the use of a supplemental or other staging area is desired.

1.1.2 Identification of Employees

The Contractor shall be responsible for furnishing to each employee, and for requiring each employee engaged on the work to display, identification as approved and directed by the Contracting Officer. Prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon release of any employee. When required, the Contractor shall obtain and provide fingerprints of persons employed on the project. Contractor and subcontractor personnel shall wear identifying markings on hard hats clearly identifying the company for whom the employee works.

1.1.3 Employee Parking

Contractor employees shall park privately owned vehicles in an area designated by the Contracting Officer. This area will be within reasonable walking distance of the construction site. Contractor employee parking shall not interfere with existing and established parking requirements of the military installation.

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-06 Test Reports

Termiticide Application Report; G, RE

Completed Fort Bragg Termiticide Application Report (no form number) for each structure receiving termiticide treatment.

1.3 AVAILABILITY AND USE OF UTILITY SERVICES (FORT BRAGG)

1.3.1 Payment for Utility Services

The Government will make all reasonably required utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to and paid for by the Contractor at the prevailing rates. The rates listed below are current as of September 2002 and are subject to change. The Contractor shall carefully conserve all utilities furnished.

1.3.2 Meters and Temporary Connections

The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall provide and maintain necessary temporary connections, distribution lines, and meters required to measure the amount of each utility used for the purpose of determining charges. The Contractor shall notify the Contracting Officer's Representative, in writing, no less than 10 working days before the temporary connection is made. The Contracting Officer's Representative will then provide the contractor with the name and phone number of the utility provider. The contractor will be responsible for contacting the utility provider and making arrangements for connections and billing. For temporary electrical connections the Government or applicable utility provider will provide the meter (meter base provided by contractor) and make the final hot connection after inspection and approval of the Contractor's temporary wiring installation. The Contractor shall not make the final electrical connection. For temporary water and sewer connections the contractor will provide the meter and after inspection/approval by the Contracting Officer's Representative make the final connection at the contractor's expense.

1.3.3 Use of Permanent Building Utility Connections

Utilities consumed by the contractor from permanent building utility connections shall also be metered and paid for by the contractor. When the permanent system is activated the initial meter reading shall be recorded and reported as specified below. On building renovation projects the initial meter reading shall be recorded when the contractor is given possession of the building to perform the work. The Contractor shall pay for utilities consumed through the permanent building connection until the work has been completed or the Government has occupied the facility, whichever occurs first.

1.3.4 Initial Meter Readings

Upon installation of the meter, the initial reading shall be recorded (in the presence of the Contracting Officer's Representative) and forwarded to the point of contact for utility service with a copy to the Contracting Officer's Representative.

1.3.5 Final Meter Reading

Before completion of the work and final acceptance of the work by the Government, the Contractor shall notify the Contracting Officer and the applicable utility provider, in writing, 10 working days before termination is desired. The Government or applicable utility provider will take a final meter reading. Electric service will be disconnected by the

provider. Water and sewer connections will be disconnected by the contractor, at his expenses and by a method approved by the Contracting Officer's Representative. The Contractor shall then remove all the temporary distribution lines, meters, meter bases, and associated paraphernalia. The Contractor shall pay all outstanding utility bills before final acceptance of the work by the Government.

1.3.6 Requirement for Backflow Prevention on Temporary/Permanent Potable Water Connections

The contractor shall install a backflow prevention device on all connections to the potable water system. The backflow prevention device shall be a reduced pressure or double check type, meeting all the State code requirements for backflow preventers on potable water. If the contractor requests the use of a fire hydrant and receives approval from the Contracting Officer's Representative a backflow prevention device and meter shall be installed prior to each use.

1.3.7 Utilities Charge Rates

Water ----- \$1.70 per 1,000 gallons
Electricity ----- \$0.0657 per KW hour
Sewer ----- \$10.00/month for each connected trailer up to single wide size. The rate for larger trailers will be determined by the utility provider, however; this rate will not exceed \$20.00/month per trailer.

1.4 BULLETIN BOARD, PROJECT SIGN, AND PROJECT SAFETY SIGN

1.4.1 Bulletin Board

Immediately upon beginning of work, the Contractor shall provide a weatherproof glass-covered bulletin board not less than 36 by 48 inches in size for displaying the Equal Employment Opportunity poster, a copy of the wage decision contained in the contract, Wage Rate Information poster, and other information approved by the Contracting Officer. The bulletin board shall be located at the project site in a conspicuous place easily accessible to all employees, as approved by the Contracting Officer. Legible copies of the aforementioned data shall be displayed until work is completed. Upon completion of work the bulletin board shall be removed by and remain the property of the Contractor.

1.4.2 Project Signs

The Contractor shall furnish and install a project sign at the location selected by the Contracting Officer. The project sign shall be painted on 1/2 inch thick exterior grade plywood. The sign layout shall be in accordance with the graphic format shown in Attachment 1 to Section 00800. The 4-foot by 4-foot right-hand section shall be painted white (Color No. 37875, Fed. Std. 595a) with black (Color No. 37038, Fed. Std. 595a) lettering. The 2-foot by 4-foot left-hand section shall be painted red (Color No. 12199, Fed. Std. 595a) with white lettering. The Contractor shall furnish and install a project sign at the location selected by the Contracting Officer. The project sign shall be painted on 1/2 inch thick exterior grade plywood. The sign layout shall be in accordance with the graphic format shown in Attachment 1 to Section 00800.

1.5 PROTECTION AND MAINTENANCE OF TRAFFIC

During construction the Contractor shall provide access and temporary relocated roads as necessary to maintain traffic. The Contractor shall maintain and protect traffic on all affected roads during the construction period except as otherwise specifically directed by the Contracting Officer. Measures for the protection and diversion of traffic, including the provision of watchmen and flagmen, erection of barricades, placing of lights around and in front of equipment and the work, and the erection and maintenance of adequate warning, danger, and direction signs, shall be as required by the State and local authorities having jurisdiction. The traveling public shall be protected from damage to person and property. The Contractor's traffic on roads selected for hauling material to and from the site shall interfere as little as possible with public traffic. The Contractor shall investigate the adequacy of existing roads and the allowable load limit on these roads. The Contractor shall be responsible for the repair of any damage to roads caused by construction operations.

All commercial vehicles larger than a pickup to include panel vans with no side or rear windows are to enter Fort Bragg, NC, through one of two locations (Knox Street or Longstreet Road) where the vehicles will be "scanned."

1.5.1 Haul Roads

The Contractor will be required to use the haul routes shown on the plans unless otherwise permitted in writing by the Contracting Officer. When haul routes are not designated on the plans, the Contractor must obtain approval of the Contracting Officer of haul routes he intends to use. The Contractor shall maintain the haul routes and shall keep the dust problem under control by wetting the surface as needed. Sweeping and cleaning of pavements will be done as necessary to remove spillage resulting from the hauling operations. After all hauling has been completed, the Contractor shall restore the earth areas used for the haul routes to original condition by final grading, shaping, compacting, and grassing, and shall clean and sweep all paved areas as required. Any pavement damaged as a result of hauling operations under this contract for both the earth and other materials shall be promptly repaired by the Contractor, as approved by the Contracting Officer. The cost of maintenance and repair of the haul routes, as mentioned above, shall be considered as a subsidiary obligation of the Contractor. The axle load of earth hauling equipment operating on paved streets shall not exceed 18,000 pounds.

1.5.2 Barricades

The Contractor shall erect and maintain temporary barricades to limit public access to hazardous areas. Such barricades shall be required whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night.

1.6 CONTRACTOR'S TEMPORARY FACILITIES

1.6.1 Administrative Field Offices

The Contractor shall provide and maintain administrative field office facilities within the construction area at the designated site. Government

office and warehouse facilities will not be available to the Contractor's personnel.

1.6.2 Storage Area

The Contractor shall construct a temporary 6 foot high chain link fence around trailers and materials. The fence shall include plastic strip inserts, colored brown, so that visibility through the fence is obstructed.

Fence posts may be driven, in lieu of concrete bases, where soil conditions permit. Trailers, materials, or equipment shall not be placed or stored outside the fenced area unless such trailers, materials, or equipment are assigned a separate and distinct storage area by the Contracting Officer away from the vicinity of the construction site but within the military boundaries. Trailers, equipment, or materials shall not be open to public view with the exception of those items which are in support of ongoing work on any given day. Materials shall not be stockpiled outside the fence in preparation for the next day's work. Mobile equipment, such as tractors, wheeled lifting equipment, cranes, trucks, and like equipment, shall be parked within the fenced area at the end of each work day.

1.6.3 Supplemental Storage Area

Upon Contractor's request, the Contracting Officer will designate another or supplemental area for the Contractor's use and storage of trailers, equipment, and materials. This area may not be in close proximity of the construction site but shall be within the military boundaries. Fencing of materials or equipment will not be required at this site; however, the Contractor shall be responsible for cleanliness and orderliness of the area used and for the security of any material or equipment stored in this area. Utilities will not be provided to this area by the Government.

1.6.4 Appearance of Trailers

Trailers utilized by the Contractor for administrative or material storage purposes shall present a clean and neat exterior appearance and shall be in a state of good repair. Trailers which, in the opinion of the Contracting Officer, require exterior painting or maintenance will not be allowed on the military property.

1.6.5 Maintenance of Storage Area

Fencing shall be kept in a state of good repair and proper alignment. Should the Contractor elect to traverse, with construction equipment or other vehicles, grassed or unpaved areas which are not established roadways, such areas shall be covered with a layer of gravel as necessary to prevent rutting and the tracking of mud onto paved or established roadways; gravel gradation shall be at the Contractor's discretion. Grass located within the boundaries of the construction site shall be mowed for the duration of the project. Grass and vegetation along fences, buildings, under trailers, and in areas not accessible to mowers shall be edged or trimmed neatly.

1.6.6 New Building

In the event a new building is constructed for the temporary project field office, it shall be a minimum 12 feet in width, 16 feet in length and have a minimum of 7 feet headroom. It shall be equipped with approved electrical wiring, at least one double convenience outlet and the required

switches and fuses to provide 110-120 volt power. It shall be provided with a work table with stool, desk with chair, two additional chairs, and one legal size file cabinet that can be locked. The building shall be waterproof, shall be supplied with heater, shall have a minimum of two doors, electric lights, a telephone, a battery operated smoke detector alarm, a sufficient number of adjustable windows for adequate light and ventilation, and a supply of approved drinking water. Approved sanitary facilities shall be furnished. The windows and doors shall be screened and the doors provided with dead bolt type locking devices or a padlock and heavy duty hasp bolted to the door. Door hinge pins shall be non-removable. The windows shall be arranged to open and to be securely fastened from the inside. Glass panels in windows shall be protected by bars or heavy mesh screens to prevent easy access to the building through these panels. In warm weather, air conditioning capable of maintaining the office at 50 percent relative humidity and a room temperature 20 degrees F below the outside temperature when the outside temperature is 95 degrees F, shall be furnished. Any new building erected for a temporary field office shall be maintained by the Contractor during the life of the contract and upon completion and acceptance of the work shall become the property of the Contractor and shall be removed from the site. All charges for telephone service for the temporary field office shall be borne by the Contractor, including long distance charges up to a maximum of \$75.00 per month.

1.6.7 Security Provisions

Adequate outside security lighting shall be provided at the Contractor's temporary facilities. The Contractor shall be responsible for the security of its own equipment; in addition, the Contractor shall notify the appropriate law enforcement agency requesting periodic security checks of the temporary project field office.

1.7 GOVERNMENT FIELD OFFICE

1.7.1 Resident Engineer's Office

The Contractor shall provide the Government Resident Engineer with an office, approximately 200 square feet in floor area, located where directed and providing space heat, electric light and power, and toilet facilities consisting of one lavatory and one water closet complete with connections to water and sewer mains. A mail slot in the door or a lockable mail box mounted on the surface of the door shall be provided. At completion of the project, the office shall remain the property of the Contractor and shall be removed from the site. Utilities shall be connected and disconnected in accordance with local codes and to the satisfaction of the Contracting Officer.

1.7.2 Trailer-Type Mobile Office

The Contractor may, at its option, furnish and maintain a trailer-type mobile office acceptable to the Contracting Officer and providing as a minimum the facilities specified above. The trailer shall be securely anchored to the ground at all four corners to guard against movement during high winds.

1.8 PLANT COMMUNICATION

Whenever the Contractor has the individual elements of its plant so located that operation by normal voice between these elements is not satisfactory, the Contractor shall install a satisfactory means of communication, such as

telephone or other suitable devices. The devices shall be made available for use by Government personnel.

1.9 TEMPORARY PROJECT SAFETY FENCING

As soon as practicable, but not later than 15 days after the date established for commencement of work, the Contractor shall furnish and erect temporary project safety fencing at the work site. The safety fencing shall be a high visibility orange colored, high density polyethylene grid or approved equal, a minimum of 42 inches high, supported and tightly secured to steel posts located on maximum 10 foot centers, constructed at the approved location. The safety fencing shall be maintained by the Contractor during the life of the contract and, upon completion and acceptance of the work, shall become the property of the Contractor and shall be removed from the work site.

1.10 PARTNERING

Following contract award, the Government intends to propose a voluntary partnering relationship with the Contractor. This partnering relationship will attempt to draw on strengths of each organization to facilitate communications and minimize delays to achieve a quality product, within budget, and on schedule. Participation in such partnering activities may include attendance at coordination meetings and cooperation in other efforts to promote the partnering relationship. The Government and the Contractor will each bear their own costs for participation in the partnering relationship, with no change in the contract price. Participation will not result in any change in the terms or price of the contract.

1.11 TERMITICIDE APPLICATION REPORT

A Termiticide Application Report (no form number) shall be completed for each structure receiving termiticide treatment. The Contractor shall obtain the form from the Fort Bragg PWBC pest management coordinator through the Contracting Officer. All requested information shall be provided in detail. The location of application shall be clearly designated, e.g., building number, name, or address. If necessary, provide a map showing location of structure with the report.

1.12 INSTALLATION REGULATIONS

The employees of the Contractor will be required to abide by all installation regulations as published by the Commanding Officer. A copy of these regulations can be obtained from the Area/Resident Engineer at the installation. All costs in connection therewith shall be included in the contract price for the work.

1.13 TESTING LABORATORIES

Testing is required to be performed by the Contractor as part of his Quality Control Program to verify contract compliance. This Quality Control Testing is to be conducted by a project or commercial laboratory which has been found adequate and qualified by a Corps of Engineers Division Laboratory Inspection Team.

1.13.1 Approved Testing Laboratories

A composite listing of approved testing laboratories within the Savannah

District is available upon request. The Contractor should engage the services of a laboratory contained in the composite list. Contractors may obtain the list by calling (678) 354-0310. Fax requests can be made to number (678) 354-0330.

1.13.2 Other Laboratory Services

The Contractor may engage the services of a laboratory other than those approved by Corps of Engineers District Laboratory Inspection Team if they comply with the following:

a. The Contractor identifies and proposes the unapproved laboratory a minimum of 90 days prior to the start of testing. This time is necessary to allow for scheduling an inspection by a Corps of Engineers District Laboratory team. The time for Government inspection will not be the basis for an increase in the contract performance period.

b. All costs of Government inspection shall be the responsibility of the Contractor.

c. The Contractor may request Government inspection and approval prior to award by forwarding a written request to:

US Army Engineer District, Savannah
Environmental and Materials Unit
200 North Cobb Parkway
Building 400, Suite 404
Marietta, GA 30062

1.14 ENVIRONMENTAL EVALUATION FOR SITE CONTAMINATION - CATEGORY I

1.14.1 Site Evaluation

The job site has been evaluated for potential site contamination. The site is located in a traditionally nonhazardous location. The installation has no reason to suspect contamination.

1.14.2 Contractual Responsibilities of All Parties in the Event of Encounter with Contamination

If the Contractor encounters materials or conditions which indicate that there may be contamination on the site, the Contractor shall stop all work on the job site and report the discovery of the contaminants to the Contracting Officer's Representative (COR). The Contracting Officer, will issue a written order to the Contractor to resume work or to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government as provided in FAR 52.242-14 - SUSPENSION OF WORK. The Government will be responsible for making an assessment of the contaminated site if this course of action is determined to be appropriate. After the assessment has been completed, the Government reserves the right to the following courses of action:

a. Direct the Contractor to resume work.

b. Clean up the contaminated site prior to directing the Contractor to resume work. The COR will determine whether the cleanup is to be accomplished by others or the Contractor.

c. Relocate the project site.

d. Terminate the contract for the convenience of the Government as provided in FAR 52.249-1 - TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) or FAR 52.249-2 - TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) - ALTERNATE I as applicable.

1.15 ENVIRONMENTAL EVALUATION FOR SITE CONTAMINATION - CATEGORY II

1.15.1 Site Evaluation

The job site has been evaluated for potential site contamination. The site is perceived as a clean location which has the potential for contamination.

1.15.2 Omitted

1.15.3 Contractual Responsibilities of All Parties in the Event of Encounter with Contamination

If the Contractor encounters materials or conditions which indicate that there may be contamination on the site, the Contractor shall stop all work on the job site and report the discovery of the contaminants to the Contracting Officer's Representative (COR). The Contracting Officer, will issue a written order to the Contractor to resume work or to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government as provided in FAR 52.212-12 - SUSPENSION OF WORK. The Government will be responsible for making an assessment of the contaminated site if this course of action is determined to be appropriate. After the assessment has been completed, the Government reserves the right to the following courses of action:

a. Direct the Contractor to resume work.

b. Clean up the contaminated site prior to directing the Contractor to resume work. The COR will determine whether the cleanup is to be accomplished by others or the Contractor.

c. Relocate the project site.

d. Terminate the contract for the convenience of the Government as provided in FAR 52.249-1 - TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) or FAR 52.249-2 - TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) - ALTERNATE I as applicable.

1.16 CONSTRUCTION SCHEDULE RESTRAINTS - FORT BRAGG, NC

1.16.1 Occupancy

The work to be performed is to be accomplished in facilities which will be [occupied and in normal usage] [unoccupied and vacant] [unoccupied but furnished] during the course of construction. It is the intent of these provisions to provide for maximum coordination between construction activities pursuant to this contract and concurrent ongoing routine activities of base personnel. Interference with and inconvenience to the occupants or routine of the facility shall be held to an absolute minimum.

1.16.2 Protection

Contractor is responsible to provide such covering, shields and barricades as are required to protect building occupants, equipment, stores, supplies, etc., from dust, debris, weather intrusion, water, moisture or other cause of damage resulting from construction.

1.16.3 Phasing and Sequence

1.16.3.1 General

In addition to the submittals required by clause SCHEDULES FOR CONSTRUCTION CONTRACTS (see SECTION 00700, FAR 52.236-15) the Contractor shall submit for approval a summary work schedule setting forth schedule dates for initiation and completion of construction in each work area. No work shall be performed prior to approval of this schedule and all work shall be performed in strict adherence thereto. If departures from this schedule appear to be required or desired, the Contracting Officer shall be promptly notified and his approval will be required prior to implementation of said departure(s).

1.16.3.2 Special Work Restraints

[Insert any special facility requirements or restrictions due to the nature of the work.]

1.16.4 Time of Performance

1.16.4.1 Access to Buildings

All work requiring access to building interiors excluding attics, crawl spaces, etc., and all other work shall be performed between 7:30 a.m. and 4 p.m. (normal working hours for base where project is located) excluding official holidays, unless otherwise indicated or approved by the Contracting Officer. Requests to work during other than these normal hours shall be made in writing at least 48 hours in advance. For example, a request to work on a Saturday shall be submitted no later than Thursday at noon.

1.16.4.2 Work Requiring Outages

Work requiring outages of utilities or building systems will be accomplished [during normal working hours] [after normal working hours and/or on weekends] in accordance with prior approved schedule(s).

1.16.5 Contractor Vehicle/Equipment Access to Fort Bragg

All Contractor-owned and privately owned vehicles requiring access to Fort Bragg on a regular basis are required to be registered. Vehicles not registered will have limited access points to the installation and will be searched. Registration procedures will be in accordance with Fort Bragg Regulation 190-5. Registration for privately owned vehicles will require a letter from the General Contractor for each individual employee and vehicle needing registration. Passes for subcontractor employees will have to have letters from the General Contractor. The format of the letter is in Appendix B of FB Regulation 190-5 and is also available in MS-Word format from the Corps of Engineers Field Office. Registration for Contractor owned vehicles requires a sponsorship letter from the Area Engineer. The format for the sponsorship letter is in Appendix C of FB Regulation 190-5

and is also available in MS-Word format from the Corps of Engineers Field Office. The Contractor shall prepare the sponsorship letters for each vehicle and submit them to Corps of Engineers Quality Assurance Representative to obtain required signature. The Quality Assurance Representative will return them after they have been signed. Once a General Contractor letter or sponsorship letter has been obtained the vehicle driver must go to the registration center, Building 8-1078, on Randolph Street to register the vehicle. To register the driver must bring a drivers license, State registration, proof of insurance, and proof of SSN if not on drivers license. The driver will have to complete FB Form 2229 'Vehicle Registration Worksheet' which is available at the registration center. Drivers will also have to sign an agreement for a criminal background check.

Contractor-owned vehicles will be given a temporary pass that can only be used by the registered driver/vehicle combination. All trucks larger than a pickup are only allowed access through Access Control Points #8 (Knox Street) and #1 (Long Street). See the Fort Bragg Vicinity Map for locations of other access points.

1.16.6 Outages

Contractor's work requiring outages of utility systems or building systems will require 2 weeks' advance notice and will be subject to the approval of the Contracting Officer. Contractor will be held responsible for unauthorized utility disruptions that cause damage or loss to the Government's real property, equipment, or operations. The Contractor will be held responsible for utility disruptions that extend beyond this period.

Limits of Duration:

Water -----	4 hours
Sewer -----	4 hours
Electricity -----	4 hours
Natural Gas: Seasons to be determined by Fort Bragg PWBC	
During heating season --	3 hours
During cooling season --	6 hours
LP Gas: Seasons to be determined by Fort Bragg PWBC	
During heating season --	3 hours
During cooling season --	6 hours
#2 Fuel Oil: Seasons to be determined by Fort Bragg PWBC	
During heating season --	3 hours
During cooling season --	6 hours
High Temperature Water (HTW): Seasons to be determined by Fort Bragg PWBC	
During heating season --	3 hours
During cooling season --	6 hours
Steam: Seasons to be determined by Fort Bragg PWBC	
During heating season --	3 hours
During cooling season --	6 hours
Chilled Water: Seasons to be determined by Fort Bragg PWBC	
During heating season --	3 hours
During cooling season --	6 hours

*The cooling season at Fort Bragg is 1 May through 1 October. The heating season at Fort Bragg is 1 October through 1 May.

The Contractor shall provide temporary utilities systems for any utility outage longer than the limits of duration shown above.

1.16.7 Continuity

All tools, labor and materials required to complete any item of work within a given work area or requiring an outage of any building utility or system, shall be available at the site prior to commencement thereof. Once work has commenced on an item of work, said work shall be continuously and diligently performed to completion and acceptance. Breaks in work to be negotiated with the Contracting Officers Representative if other than Holidays.

1.16.8 Permits

1.16.8.1 Excavation Permits

An Excavation Permit, FB Form 1605, shall be presented to the Resident Engineer and approved by the Facilities Engineer 7 working days prior to any excavation that penetrates the ground by 6 or more inches. A sample of this form is included in Attachment 1 to Section 00800 or can be obtained from the Resident Office upon request. The Contractor shall contact the Resident Engineer's Office for an appointment for spotting of utility lines. A signed copy of the digging permit shall be kept on site at all times.

1.16.8.2 Disposal Permits

A permit is required to use the installation land clearing and inert debris and demolition landfills. Landfill permits shall be processed with the Environmental Branch of the PWBC Environmental and Natural Resources Division through the Contracting Officer. Permits are issued for the life of the specific contract only. Only materials produced on the project for which the permits are issued may be disposed of in the land clearing and inert debris and demolition landfills. The Contractor shall keep a copy of the completed permit with the vehicle throughout the contract disposal operation. Copies of the disposal permit forms will be provided at the Preconstruction Conference. The land clearing and inert debris and demolition debris disposal site locations are shown on the drawings.

1.16.8.3 Borrow Permits

A permit is required to use the Fort Bragg borrow material pits. Borrow pit permits shall be processed with the Environmental Branch of the PWBC Environmental and Natural Resources Division through the Contracting Officer. Permits are issued for the life of the specific contract only. Borrow materials may only be used on the project for which the permits are issued. The Contractor shall keep a copy of the completed permit with the vehicle throughout the contract borrow operation. Copies of the borrow permit forms will be provided at the Preconstruction Conference. The borrow pit location is shown on the drawings.

1.16.9 Road and/or Railroad Closures

Road and/or railroad closures will require 2 weeks' advance written notice and be subject to the Contracting Officer's approval. Notice shall state reason for closure, date and time closure will commence and estimated duration of closure. A sketch shall be provided showing location of excavated area and placement of barricades and signs. Closures shall be limited to a maximum of 5 calendar days. Kendenburg Street, Ardennes Road, and 6th Street from Kendenburg Street to Gruber Road are closed all year

round Monday through Friday between the hours of 6:30 a.m. and 7:45 a.m.

1.16.10 Landfills

1.16.10.1 Land Clearing and Inert Debris (LCID) Landfill

The land clearing and inert debris (LCID) landfill is permitted for disposal of yard waste (pine needles, limbs, trees, untreated wood, unpainted wood), inert debris (bricks, concrete, rubble, glass, concertina wire), and uncontaminated soil.

1.16.10.2 Demolition Landfill

The demolition landfill is permitted for disposal of construction and renovation debris: buildings, asphalt, painted and treated wood, incidental scrap metals, shingles, and debris incidental to construction such as cement or joint compound bags, plastic pails or metal cans or drums, insulation, and wallboard.

1.16.10.3 Transfer Station

White goods (appliances), tires, aluminum cans, and municipal solid waste (such as paper, plastic, cardboard, or household garbage) must be disposed of at the transfer station. Special arrangements must be made with the Environmental Branch of the PWBC Environmental and Natural Resources Division through the Contracting Officer to dispose of liquids, hazardous waste, and tires.

1.16.10.4 Disposal of Asbestos

Non-friable asbestos can be disposed of in the demolition landfill. Friable asbestos must be double bagged and disposed of in the section of the demolition landfill designated for that purpose.

1.16.10.5 Municipal Solid Waste (MSW)

Municipal solid waste (MSW) shall be disposed of in dumpsters (either Fort Bragg's or the contractor's) designated for MSW or at the Fort Bragg transfer station. Operating hours for the transfer station are 7:30 a.m. to 3:00 p.m. MSW shall be defined as any wastes other than those described above, to include garbage, vegetable waste and containers thereof resulting from the handling, preparation, cooking and consumption of foods, and excess quantities of paper, plastic, and cardboard (construction material packaging is acceptable).

1.16.10.6 Trash Containers

All trash containers on the job site must be covered at all times to ensure that trash does not blow around. In addition, all light/loose material will be secured such that it will not blow around during windy weather.

1.16.10.7 Construction Debris Leaving Site

All construction debris/trash that leaves the project site will be covered from the time that it leaves the construction site. Any mud or soil which leaves the project site will be cleaned up by the Contractor immediately upon discovery or notification of such an occurrence.

1.16.11 Landforms

Contractor will be required to maintain existing landforms, drainage patterns, and healthy, mature vegetation to the maximum extent possible and will replace damaged vegetation, sod, and ground cover.

1.16.12 Topsoil

Any suitable topsoil stripped from the site during the course of work will be stockpiled onsite for reuse. Any excess topsoil remaining upon completion of project will be stockpiled in the DPW compound.

1.16.13 Unforeseen Site Conditions

Any unforeseen site conditions, unmapped utility systems, or historical/archeological items encountered during site surveys, soil borings, or construction excavation will be reported to the Contracting Officer.

1.16.14 Replacement

The Contractor shall be held responsible for the replacement of any utility systems, facilities, or Government equipment damaged during the course of the contract.

1.16.15 Mowing

The Contractor will mow the grass on the construction site weekly or when the following conditions warrant: centipede grass will be maintained to a maximum height of 2 inches and a minimum height of 1 inch; all other grasses will be mowed to keep the height of the grass to a maximum of 4 inches and a minimum of 2 inches.

1.16.16 Communications Systems

The Director of Information Management will be notified through the Contracting Officer's Representative of the preparatory meeting for the communications system.

1.17 COLOR BOARDS

[Five] [Six] sets of color boards shall be submitted, in addition to samples required elsewhere. Such submittals shall be made not later than 60 days prior to approval date required to achieve compliance with approved project schedule. Each set of boards shall include samples of colors and finishes of all exterior and interior building surfaces such as walls, toilet partitions, floors and ceilings. The samples will be presented on 8-inch by 10-1/2-inch boards (modules) with a maximum spread of 24 inches by 31-1/2 inches for foldouts. The modules shall be designed to fit in a standard looseleaf, three-ring binder. If more space is needed, more than one board per set may be submitted. The Contractor shall certify that he has reviewed the color samples in detail and that they are in strict accordance with the contract drawings and specifications, except as may be otherwise explicitly stated. If multiple material and finish (color) schemes are required, samples shall be identified by scheme and coordinated to room names and numbers shown on the architectural floor plans and room finish and color schedule. Submittal of the color boards shall not relieve the Contractor of the responsibility to submit the samples required by technical specifications.

1.18 OMITTED

1.19 ACCESS TO WORK AREAS - BRAGG

Scheduling of access to family housing units shall be coordinated with the Family Housing Division at Fort Bragg, North Carolina, through the Contracting Officer's Representative and shall comply with the following:

1.19.1 Time of Performance of Work

All work shall be performed during normal duty hours from 7:30 a.m. to 4:00 p.m., Monday through Friday, excluding Federal legal holidays, unless specifically authorized by the Contracting Officer or as required for a scheduled interruption. Federal legal holidays falling on Saturday shall be observed on the preceding Friday and those falling on Sunday shall be observed on the following Monday.

1.19.2 Family Housing Office

Family Housing office at Fort Bragg, North Carolina (the Government) will notify family quarters occupants by letter of the general time frame in which the Contractor will be allowed access to their set of quarters. This general schedule will be based on the Contractor's schedule, submitted in accordance with contract clause SCHEDULES FOR CONSTRUCTION CONTRACTS (FAR 52.236-15).

1.19.3 Notification of Occupants

It shall be the Contractor's responsibility to notify, in writing, the occupants of each family housing unit of the specific day access is desired and the exact nature of the work to be performed. This notice must be given a minimum of 2 weeks in advance. The procedure for accomplishing this is as follows:

a. Within 30 days of receipt of the Notice to Proceed, but before starting work, the Contractor shall either mail or deliver a letter (See Sample Letter No. 1 in Attachment 1 of SECTION 00800) addressed to the occupants of dwelling units involved and include the following information:

(1) An informative statement that the Contractor has been engaged to accomplish certain work in the occupant's dwelling unit.

(2) A description of the work to be accomplished and the date the total project is to be completed.

(3) A description of the time frames and location in which access will be necessary to perform the work. (Multiple access requirements shall be carefully defined.)

(4) A statement that a responsible adult (18 years or older) will have to be present (on the premises) during all phases of work in which interior access will be required.

(5) A statement that all vehicles must be removed from the immediate vicinity of the building prior to the beginning of work.

(6) The name and phone number of a point of contact to which the occupants should report access coordination problems. (Long distance phone

numbers must include area codes and a statement that the Contractor will bear the expense of collect calls.) A time frame in which phone calls will be received.

(7) A return mailing address to which inquiries may be directed.

(8) Include one of the following statements as it applies to this project:

A request to gain access at a specific time on a specific date or dates for a specific time period. (Applicable only for dwelling units to be completed within 14 calendar days of the date Letter No. 1 is sent.)

A statement that a Contractor's Representative will be in contact with the occupant 2 weeks prior to actual access requirements.

(9) A request for the occupant to accelerate work progress by removing any occupant-owned items in the work area that might impede the flow of work.

(10) A courteous salutation.

(11) The letter is to be approved by the Contracting Officer, and a copy of same is to be furnished to the Contracting Officer. No work may commence until this requirement has been accomplished in total.

1.19.4 Second Notification

At 14 calendar days prior to actual access requirements at a particular dwelling unit, the Contractor shall send another approved letter reminding the occupant that he is doing this work and this letter (see Sample Letter No. 2 in Attachment 1 to SECTION 00800) shall include the same information as Sample Letter No. 1 with an update as to when access will be required. Letter No. 2 should include a request that the occupant call the Contractor to verify that access will be available.

1.19.5 Third Notification

Between 2 and 4 days prior to actual access requirements, the Contractor shall either send or deliver a third notice that access is needed. This letter (see Sample Letter No. 3 in Attachment 1 to SECTION 00800) is to include the following:

a. All of the information required in Letter No. 2 with another update of the exact time, date and for what period access will be required.

b. Include one of the following statements as it applies to each individual dwelling unit:

A statement that coordination has not been completed because no access agreement has yet been finalized.

A statement that failure to set this agreement will possibly impede the progress of this work.

Another request that the occupant make contact with the Contractor's Representative to coordinate access.

The Contractor shall meet the agreed upon schedule that his representative prearranged with the family housing occupant. If at this point no agreement has been arranged, the Contractor shall report to work at the time at which he had previously requested access. If access is not available, he shall furnish and leave a note fastened to the front door handle to inform the occupant that the Contractor needs access to the quarters. Again, a phone number, point of contact, and mission statement is required.

The Contractor shall return to the dwelling unit at least 4 days later to try again to gain access.

If access is not available at this time, the Contractor shall again leave a notice on the front door knob and at this time request in writing the assistance of the Family Housing Branch Office through the Contracting Officer's Representative to determine the status of the dwelling unit and/or effect notification through the command of the occupant's military unit.

The Contractor shall repeatedly place notices on the door knob every 4 days until a time 2 days prior to the completion date of the contract or until the work is completed.

In the event that an access agreement is never reached within the time constraints of this contract, consideration will be given to extending the time limit. No money shall be paid for materials or labor not used because an access agreement was not effected.

The Contractor is hereby put on notice that these occupants have peculiar and extenuating demands on their time and on their transit status. It is, therefore, incumbent upon the Contractor to make every reasonable effort to communicate with the occupants on a one-on-one basis to accommodate their requirements.

If a dwelling unit is scheduled to become vacant during the time allotted for this project, the work shall be accomplished between occupancy if the current occupant so desires. A list of vacant and projected vacant units is available at the Family Housing Branch Office, Building D-3705, "Hardy Hall," south of Bastogne Drive.

A list of vacant and projected vacant units is available at the Family Housing Branch Office, Building D-3705, "Hardy Hall," south of Bastogne Drive.

If, for some reason, the occupant refuses to allow access to the quarters or if the Contractor's personnel are required to stop work on that dwelling unit because the occupant leaves, the Contractor shall notify the Contracting Officer's Representative immediately and receive directions from the Contracting Officer.

All letters and notices required herein shall be prepared in the correct number by the Contractor and shown to the Contracting Officer's Representative prior to distribution.

It should be understood by the Contractor that, even with the notification system outlined above, access to some units of family housing will not be available the first time, and it may be necessary to renotify the occupants. After two unsuccessful attempts by the Contractor, the Contracting Officer's Representative will be notified and will effect final

notification. In no case will the Contractor or his employees enter family housing units without the occupants being present.

1.19.6 Vacant Quarters

In the case of unoccupied, vacant quarters, the Family Housing office will provide access.

1.19.7 Work Schedule

The Contractor shall schedule his work in a manner that will reduce the inconvenience to the family housing occupants to a minimum. The Contractor shall finish his daily increments of work to the extent that the family housing units are habitable and functional.

1.19.8 Damage by Contractor

The Contractor will ensure that all his employees entering family housing make every reasonable effort to refrain from tracking in dirt or mud and other extraneous matter. It shall be the Contractor's responsibility to clean and/or repair any damage caused by his employees. The Contractor shall be responsible for repairing any structural or architectural damage that occurs as a result of his performance of this work.

1.19.9 Name Tags

The Contractor shall provide a nametag for each of his personnel entering family housing. This nametag shall show the complete name of the employee and the name of the employee's firm. This nametag shall be worn at all times when entering and working in family housing. In addition, each crew will be provided with a letter of identification from the Family Housing office.

1.19.10 Removal of Furnishings

The Contractor will be required to remove all furniture and other items required to be moved in order to perform the work. Care of the furniture and other items during moving (removing and return) shall be the responsibility of the Contractor, and if any damage is incurred due to fault or negligence of the Contractor, his agents and/or employees, repairs shall be at the Contractor's expense. Furniture and items shall be stored within the area in a location as convenient as possible to the occupant. Furniture and other items shall be replaced by the Contractor upon completion of the work.

1.19.11 Contractor Point of Contact

The Contractor will be required to supply Fort Bragg's Family Housing Maintenance Contractor with an emergency phone number and point of contact.

The individual who is designated as point of contact must be available at any time in case the Contractor's work creates some problem with utilities which must be corrected by the Fort Bragg Maintenance Contractor.

1.20 REQUEST FOR INFORMATION (RFI) SYSTEM

The Government has developed an electronic database, the Request for Information (RFI) System, to track and answer Contractor questions, requests for information and clarifications during construction. The use of the RFI System for all requests (the Contractor's as well as the

subcontractors'/suppliers') is a contractual requirement for this project. The Contractor will enter the system over the Internet using a WEB browser such as Internet Explorer 5.0 or newer or Netscape 4.7 or newer and any Internet service provider. The Government will provide the Contractor a user identification and password for the system that will only allow the Contractor to enter and view the requests for this project. The Contractor will provide the Government the E-mail address for the individual(s) inputting into the system in order that E-mail messages can be sent from the Government to the Contractor indicating a response to the request. The Government will provide instructions in the use of the RFI system. The Contractor must fill in seven fields in the Contractor Data portion of the RFI form, which include Date Required, Priority, Short Description, Problem Description, Recommended Action, Cost, and Time. The Government will be notified through an E-mail message that the Contractor has entered a request into the system. When the Government has answered the request, an E-mail message will be sent informing the Contractor that the answer to the request is in the system. The Contractor will enter the system to retrieve the answer using the same procedure to enter the question. The RFI System assigns a unique number to each request. The Contractor will not be reimbursed separately for the required use of this system. The Contractor shall include any costs associated with the use of this system into their bid.

1.21 PROGRESS PHOTOGRAPHS

The Contractor shall, during the progress of the project, furnish the Contracting Officer progress photographs and color digital images taken with a camera having no less than 2.8 meg-pixels image resolution to depict progress of construction. The electronic files shall be submitted in JPEG format on compact disk (CD); two copies of CDs are required. The Contractor shall submit glossy prints along with the electronic digital images. A qualified, established, commercial photographer shall perform the photographic work. The photographs shall be taken between the 1st and 5th day of each month and be delivered to the Contracting Officer not later than the 20th day of the same month taken. The photographs shall be taken from not less than six positions for each month as selected by the Contracting Officer. They shall show, inasmuch as practicable, work accomplished during the previous month. The photographs shall be 8-inch by 10-inch color glossy prints and the electronic files shall be no less than 3.68 inches high by 4.90 inches wide at full scale. Each photograph shall be identified showing date made, contract title and number and a brief description of work depicted and shall be sequentially numbered. The identifying data shall be placed on the back of the prints. The electronic files shall be numbered the same as the photographs; and the rest of the data with a brief description of the work depicted can be placed in a text file on the CD. No identifying data shall appear on the face of prints or in the viewing area of the electronic files. One copy of each photograph and the corresponding negative shall be furnished to the Contracting Officer by the time stipulated above. No separate payment will be made for these services and all costs in connection therewith shall be considered incidental to costs of the overall project.

1.22 CLEANUP

Construction debris, waste materials, packaging material and the like shall be removed from the work site daily. Any dirt or mud which is tracked onto paved or surfaced roadways shall be cleaned away. Materials resulting from demolition activities which are salvageable shall be stored within the fenced area described above or at the supplemental storage area. Stored

material not in trailers, whether new or salvaged, shall be neatly stacked when stored.

1.23 RESTORATION OF STORAGE AREA

Upon completion of the project and after removal of trailers, materials, and equipment from within the fenced area, the fence shall be removed and will become the property of the Contractor. Areas used by the Contractor for the storage of equipment or material, or other use, shall be restored to the original or better condition. Gravel used to traverse grassed areas shall be removed and the area restored to its original condition, including top soil and seeding as necessary.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

-- End of Section --

SECTION 01501

SPECIAL CONTRACT REQUIREMENTS

PART 1 GENERAL

1.1 HAUL ROUTES

The Contractor will be required to use the haul routes shown on the plans unless otherwise permitted in writing by the Contracting Officer. When haul routes are not designated on the plans, the Contractor must obtain approval of the Contracting Officer of haul routes he intends to use. The Contractor shall maintain the haul routes and shall keep the dust problem under control by wetting the surface as needed. Sweeping and cleaning of pavements will be done as necessary to remove spillage resulting from the hauling operations. After all hauling has been completed, the Contractor shall restore the earth areas used for the haul routes to original condition by final grading, shaping, compacting, and grassing, and shall clean and sweep all paved areas as required. Any pavement damaged as a result of hauling operations under this contract for both the earth and other materials shall be promptly repaired by the Contractor, as approved by the Contracting Officer. The cost of maintenance and repair of the haul routes, as mentioned above, shall be considered as a subsidiary obligation of the Contractor. The axle load of earth hauling equipment operating on paved streets shall not exceed 12,000 pounds.

1.2 OMITTED

1.3 PARTNERING

Following contract award, the Government intends to propose a voluntary partnering relationship with the Contractor. This partnering relationship will attempt to draw on strengths of each organization to facilitate communications and minimize delays to achieve a quality product, within budget, and on schedule. Participation in such partnering activities may include attendance at coordination meetings and cooperation in other efforts to promote the partnering relationship. The Government and the Contractor will each bear their own costs for participation in the partnering relationship, with no change in the contract price. Participation will not result in any change in the terms or price of the contract.

1.4 INSTALLATION REGULATIONS

The employees of the Contractor will be required to abide by all installation regulations as published by the Commanding Officer. A copy of these regulations can be obtained from the Area/Resident Engineer at the installation. All costs in connection therewith shall be included in the contract price for the work.

1.5 ERECTION OF SIGNS

1.5.1 Army Project Sign

The Contractor shall furnish and install a project sign (when required by each task order) at the location selected by the Contracting Officer. The project sign shall be painted on 1/2 inch thick exterior grade plywood. The sign layout shall be in accordance with the graphic format shown in Attachment 1 to Section 00800. The 4-foot by 4-foot right-hand section shall be painted white (Color No. 37875, Fed. Std. 595a) with black (Color No. 37038, Fed. Std. 595a) lettering. The 2-foot by 4-foot left-hand section shall be painted red (Color No. 12199, Fed. Std. 595a) with white lettering.

1.5.2 Fort Bragg Project Sign

The Contractor shall furnish and install a project sign (when required by each task order) at the location selected by the Contracting Officer. The project sign shall be painted on 1/2 inch thick exterior grade plywood. The sign layout shall be in accordance with the graphic format shown in Attachment 1 to Section 00800.

1.5.3 Air Force Project Sign

The Contractor shall furnish and erect a project sign in the location as selected by the Contracting Officer. Details of construction shall be as shown on sketches included in Attachment 1 to Section 00800. The sign shall be constructed of 1/2 inch thick (or metric equivalent), grade A-C, exterior type plywood. The sign shall receive one coat primer paint followed by two coats brown color paint in accordance with Fed. Std. 595a, Color No. 20100 semigloss exterior type enamel. Lettering must be white gloss exterior type enamel (Fed. Std. 595a, Color No. 37875). Windows and door of the Castle and logo background shall be painted white (Fed. Std. 595a, Color No. 37875). The Castle and inner border line shall be brown (Fed. Std. 595a, Color No. 20100). Upon completion of job work under this contract, the project sign shall be removed from the job site and shall remain the property of the Contractor.

The Engineering and Services Directorate emblem (AFVA 85-3) may be acquired by sending a letter; a completed DD Form 1149, Requisition and Invoice/Shipping Document; or a DA Form 17, Requisition for Publications (Army customers) to:

The Air Force Publishing Distribution Center
2800 Eastern Boulevard
Baltimore, MD 21220-2898

1.6 OMITTED

1.7 ENVIRONMENTAL EVALUATION FOR SITE CONTAMINATION

1.7.1 Omitted

1.7.2 Contractual Responsibilities of All Parties in the Event of Encounter with Contamination

If the Contractor encounters materials or conditions which indicate that there may be contamination on the site, the Contractor shall stop all work on the job site and report the discovery of the contaminants to the Contracting Officer's Representative (COR). The COR, will issue a written order to the Contractor to resume work or to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government as provided in FAR 52.212-12 - SUSPENSION OF WORK. The Government will be responsible for making an assessment of the contaminated site if this course of action is determined to be appropriate. After the assessment has been completed, the Government reserves the right to the following courses of action:

- a. Direct the Contractor to resume work.
- b. Clean up the contaminated site prior to directing the Contractor to resume work. The COR will determine whether the cleanup is to be accomplished by others or the Contractor.
- c. Relocate the project site.
- d. Terminate the contract for the convenience of the Government as provided in FAR 52.249-1 - TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) or FAR 52.249-2 - TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) - ALTERNATE I as applicable.

1.8 OMITTED

1.9 CONSTRUCTION SCHEDULE RESTRAINTS

1.9.1 Occupancy

The state of occupancy of each work site will be determined with each task order. It is the intent of these provisions to provide for maximum coordination between construction activities pursuant to this contract and concurrent ongoing routine activities of base personnel. Interference with and inconvenience to the occupants or routine of the facility shall be held to an absolute minimum.

1.9.2 Protection

Contractor is responsible to provide such covering, shields and barricades as are required to protect building occupants, equipment, stores, supplies, etc., from dust, debris, weather intrusion, water, moisture or other cause of damage resulting from construction.

1.9.3 Phasing and Sequence

1.9.3.1 General

In addition to the submittals required by clause SCHEDULES FOR CONSTRUCTION CONTRACTS (see SECTION 00700, FAR 52.236-15) the Contractor shall submit for approval a summary work schedule setting forth schedule dates for initiation and completion of construction in each work area. No work shall be performed prior to approval of this schedule and all work shall be performed in strict adherence thereto. If departures from this schedule appear to be required or desired, the Contracting Officer shall be promptly notified and his approval will be required prior to implementation of said departure(s).

1.9.3.2 Special Work Restraints

To be determined with each task order.

1.9.4 Time of Performance

1.9.4.1 All work requiring access to building interiors excluding attics, crawl spaces, etc., and all other work shall be performed between 7:30 a.m. and 4 p.m. (normal working hours for base where project is located) excluding official holidays, unless otherwise indicated or approved by the Contracting Officer. Requests to work during other than these normal hours shall be made in writing at least 36 hours in advance. For example, a request to work on a Saturday shall be submitted no later than Thursday at noon.

1.9.4.2 Work requiring outages of utilities or building systems will be accomplished in accordance with prior approved schedule(s).

1.9.5 Outages

Contractor's work requiring outages of utility systems or building systems will require 2 weeks' advance notice and will be subject to the approval of the Contracting Officer. Contractor will be held responsible for unauthorized utility disruptions that cause damage or loss to the Government's real property, equipment, or operations. The Contractor will be held responsible for utility disruptions that extend beyond this period.

Limits of Duration:

Water	-----	4 hours
Sewer	-----	4 hours
Electricity	-----	4 hours
Natural Gas:	Seasons to be determined by installation	
	During heating season --	3 hours

During cooling season -- 6 hours
LP Gas: Seasons to be determined by installation
During heating season -- 3 hours
During cooling season -- 6 hours
#2 Fuel Oil: Seasons to be determined by installation
During heating season -- 3 hours
During cooling season -- 6 hours
High Temperature Water (HTW): Seasons to be determined by installation
During heating season -- 3 hours
During cooling season -- 6 hours
Steam: Seasons to be determined by installation
During heating season -- 3 hours
During cooling season -- 6 hours
Chilled Water: Seasons to be determined by installation
During heating season -- 3 hours
During cooling season -- 6 hours

*The cooling season is 1 May through 1 October. The heating season is 1 October through 1 May.

(2) The Contractor shall provide temporary utilities systems for any utility outage longer than the limits of duration shown above.

1.9.6 Continuity

All tools, labor and materials required to complete any item of work within a given work area or requiring an outage of any building utility or system, shall be available at the site prior to commencement thereof. Once work has commenced on an item of work, said work shall be continuously and diligently performed to completion and acceptance.

1.9.7 Excavation Permits

An excavation permit shall be presented to the Resident Engineer and approved by the Facilities Engineer 7 working days prior to any excavation that penetrates the ground by 6 or more inches. The Contractor shall contact the Resident Engineer's Office for an appointment for spotting of utility lines. A signed copy of the digging permit shall be kept on site at all times.

1.9.8 Road and/or Railroad Closures

Road and/or railroad closures will require 2 weeks' advance written notice and be subject to the Contracting Officer's approval. Notice shall state reason for closure, date and time closure will commence and estimated duration of closure. A sketch shall be provided showing location of excavated area and placement of barricades and signs. Closures shall be limited to a maximum of 5 calendar days.

1.9.9 Construction Debris

Construction debris (stumps, limbs, leaves, concrete, masonry, brick, uncontaminated earth, steel, and glass) will be disposed of in the disposal area located in an approved off-base landfill at the Contractor's expense. Combustible material shall be disposed of in a sanitary fill area located off the site at the Contractor's expense.

1.9.9.1 Trash Containers

All trash containers on the job site must be covered at all times to ensure that trash does not blow around. In addition, all light/loose material will be secured such that it will not blow around during windy weather.

1.9.9.2 Construction Debris Leaving Site

All construction debris/trash that leaves the project site will be covered from the time that it leaves the construction site. Any mud or soil which leaves the project site will be cleaned up by the Contractor immediately upon discovery or notification of such an occurrence.

1.9.10 Contractor will be required to maintain existing landforms, drainage patterns, and healthy, mature vegetation to the maximum extent possible and will replace damaged vegetation, sod, and ground cover.

1.9.11 Any suitable topsoil stripped from the site during the course of work will be stockpiled onsite for reuse. Any excess topsoil remaining upon completion of project will be stockpiled in the DPW compound.

1.9.12 Any unforeseen site conditions, unmapped utility systems, or historical/archeological items encountered during site surveys, soil borings, or construction excavation will be reported to the Contracting Officer.

1.9.13 The Contractor shall be held responsible for the replacement of any utility systems, facilities, or Government equipment damaged during the course of the contract.

1.9.14 The Contractor will mow the grass on the construction site weekly or when the following conditions warrant: centipede grass will be maintained to a maximum height of 2 inches and a minimum height of 1 inch; all other grasses will be mowed to keep the height of the grass to a maximum of 4 inches and a minimum of 2 inches.

1.9.15 MOTSU Regulation 715-5

In performing the contract work on the Military Ocean Terminal at Sunny Point, the Contractor shall comply with all pertinent provisions of MOTSU Regulation 715-5 (Appendix A at the end of this section) and the following additional provisions.

(a) No cameras are permitted in restricted areas without permission of the Chief, Safety and Security Division, MOTSU. Further, the individual must be accompanied by a terminal employee.

(b) No firearms are permitted in restricted areas without permission of the Chief, Safety and Security Division, MOTSU.

(c) All sanitary services must be provided by the Contractor. Use of Government sanitary facilities will not be allowed. (d) No disposal site exists on Sunny Point. All trash/rubbish must be removed from the terminal at the Contractor's expense.

(e) Space for Contractor personnel parking and materials storage must be confined to the job site proper. Further the utilization of the job site for this purpose cannot interfere with the operations of existing facilities in the area.

(f) At no time will construction be allowed which affects the integrity of MOTSU's perimeter fence without the approval of the Chief, Facilities Engineer Division, MOTSU.

(g) MOTSU's main entrance and perimeter road will remain clear and free of congestion at all times.

1.9.16 Standby Time

(a) The work to be performed is to be accomplished at facilities which will be in operation at various times during the course of this construction. The Contractor will not be permitted access to an active wharf until operations have ceased. The Contractor will be given notice of an impending operation and shall schedule his work such that he can suspend work and vacate a wharf

scheduled for activity and move to an inactive wharf without rendering the vacated wharf totally inoperable. A delay day will be awarded if the Contractor cannot immediately begin work on alternate wharf. The following utilities are necessary for terminal operations and shall be in service whenever the Contractor is required to vacate a wharf: Power to one of the two smoke houses and on the first floor of the service building, fire pumps or fire protection cranes (south wharf), lift station pump(s) and potable water service to the operable buildings outlined above. The South Wharf is the most active wharf with approximately 15 days of operation per month followed by the center wharf with approximately 5 nonconsecutive days per month and the north wharf with approximately 3 nonconsecutive days per month.

(b) The Commanding Officer of Military Ocean Terminal, Sunny Point, or other duly authorized representative of the Government and/or its assignees, reserves the right to exclude all persons from said land during the loading or unloading of ammunition and explosive and/or anytime the Government perceives a danger to contractor personnel. This provision is invoked in order that MOTSU may comply with DOD 6055.9 STD Ammunition and Explosive Safety Standards.

(c) Contractors will be required to suspend all work on the south, north or center wharf when so directed by the Contracting Officer for time period as required for MOTSU personnel to load and unload ammunition and explosives. During an average month it is anticipated that Contractor will be required to suspend all operations as follows:

South wharf -----	15 days per month
Center wharf -----	5 days per month
North wharf -----	3 days per month

(d) The Contractor shall be compensated for delays associated with the restrictions as stated above, at the south, center and north wharfs in excess of the average of 15, 5, and 3 days per month, respectively. The Contractor shall note that no compensation will be given for delays associated with the restrictions as stated above which are less than or equal to the anticipated averages per month for suspension of work. Any delay time in excess of the average delays discussed above which is associated with the restrictions mentioned above is defined as Contractor's stand by time. The number of actual suspension days shall be calculated chronologically from the first to the last day of the month. Once the number of actual suspension days anticipated in subparagraph 1.9.7(c) above have been incurred, the Contracting Officer will examine any subsequently occurring suspension to determine whether the Contractor is entitled to a time extension. These subsequently occurring suspension days must prevent scheduled work for 50% or more of the Contractor's work day and delay work critical to the timely completion of the project. For each day of stand by time, Contractor will be compensated at the rate [____].

1.9.17 Terminal Activities

The terminal activities will be in continuous operation while work is in progress. The work shall be accomplished in such a way as to minimize interference with the terminal operation.

1.10 UNAUTHORIZED INSTRUCTIONS FROM GOVERNMENT PERSONNEL

1.10.1 The Contractor will not accept any instructions issued by any person employed by the U. S. Government or otherwise, other than the Contracting Officer or the Contracting Officer's representatives (the Administrative Contracting Officer (ACO) and the Contracting Officer's Representative (COR)) acting within the limits of their authority. The ACO and COR, and the scope of their authority, will be designated in writing and identified to the Contractor.

1.10.2 Only information contained in an authorized amendment or modification to the contract, or a task order duly issued by the Contracting Officer, may be considered by the Contractor as grounds for deviation from any stipulation of the contract, any modification, referenced drawings, and/or specifications. No information received from any person employed by the Government, other than the Contracting Officer, shall be considered as grounds for deviations from the specified stipulations.

1.11 CLASSIFICATION OF WORK PERFORMED BY CONTRACTOR

Unless he has submitted such description with his offer, the successful offeror must furnish the Contracting Officer's Representative, within 20 days after award, a description of the work which he intends to perform with his own organization (e.g., earthwork, paving, brickwork, or roofing).

1.12 SAFETY AND HEALTH

1.12.1 This section is applicable to all work covered by this contract.

1.12.2 The publications listed in Section 01080 are applicable to and form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

1.12.3 Definition of Hazardous Materials: Refer to hazardous and toxic materials/substances included in Subparts H and Z of 29 CFR 1910, and to others as additionally defined in Fed. Std. 313. Those most commonly encountered include asbestos, polychlorinated biphenyls (PCBs), explosives, radioactive material, lead, and lead based paint, but may include others.

1.12.4 Asbestos

1.12.4.1 Asbestos containing material (ACM) demolition may be required under this contract.

1.12.4.2 THE CONTRACTOR IS WARNED THAT EXPOSURE TO AIRBORNE ASBESTOS HAS BEEN ASSOCIATED WITH FOUR DISEASES: LUNG CANCER, CERTAIN GASTROINTESTINAL CANCERS, PLEURAL OR PERITONEAL MESOTHELIOMA AND ASBESTOSIS. Studies indicate there are significantly increased health dangers to persons exposed to asbestos who smoke, and further, to family members and other persons who become indirectly exposed as a result of the exposed worker bringing asbestos-laden work clothing home to be laundered.

1.12.4.3 The Contractor is advised that friable and/or nonfriable asbestos-containing material may be encountered in area(s) where contract work is to be performed. Friable asbestos-containing material means any material that contains more than one percent asbestos by weight that hand pressure can crumble, pulverize or reduce to powder when dry. Nonfriable asbestos-containing materials are materials in which asbestos fibers are bound by a matrix material, saturant, impregnant or coating. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition or other similar activities.

1.12.4.4 Care must be taken to avoid releasing, or causing to be released, asbestos fibers into the atmosphere where they may be inhaled or ingested. The Occupational Safety and Health Administration (OSHA) has set standards at 29 CFR 1910.1002 and 29 CFR 1926.58 for exposure to airborne concentrations of asbestos fibers, methods of compliance, medical surveillance, housekeeping procedures and other measures that must be taken when working with or around asbestos-containing materials. The Environmental Protection Agency (EPA) has established standards at 49 CFR 61.140-156 for the control of asbestos emissions to the environment and the handling and disposal of asbestos wastes.

1.12.4.5 Use of friable asbestos-containing materials is not permitted by current criteria and shall not be used in new construction or modification projects (ETL 1110-1-118, 27 May 1983). Plans and specifications for all new

construction and modification projects will be reviewed to insure the use of friable asbestos-containing materials is not specified.

1.12.4.6 Maintenance, modification, or demolition activities where exposure to asbestos dust may occur from previously installed friable or nonfriable asbestos-containing material will be identified. All precautions, to include proper work practices, medical surveillance, respiratory protection, industrial hygiene, and environmental protection requirements of OSHA, EPA (40 CFR 61.140-156) and DA Circular 40-83-4, as applicable, shall be strictly adhered to.

1.12.5 Lead-Based Paint: The Contractor shall report any findings of suspected lead or lead-based paint to the Contracting Officer's Representative. Any remediation of this type will be conducted under separate contract.

1.13 INSTALLATION DESIGN GUIDE

The appropriate installation design guide for each task order provides guidance which, when applied to the planning, programming, design, and execution of individual projects, will result in improving and maintaining the quality of the visual environment.

1.14 NOISE CONTROL

The Contractor shall comply with all applicable Federal, State, local, and installation laws, ordinances, and regulations relative to noise control.

1.15 ADP SUPPORT REQUIREMENTS

1.15.1 The Contractor is responsible for obtaining, maintaining, and operating an operational computer system which is compatible with the Government computer systems and networks.

1.15.2 The Contractor is responsible, at his own expense, for obtaining his own automation system. Ownership of this system will remain with the Contractor.

1.16 GOVERNMENT-FURNISHED SITE

1.16.1 The Contractor will be provided the use of a parcel of as designated by the Contracting Officer or his designated representative.

1.16.2 The Contractor shall be required to provide trailers and storage rooms to house staff personnel and equipment used in performance of this contract, and to connect to existing utility lines.

1.17 GOVERNMENT-FURNISHED EQUIPMENT/MATERIALS

1.17.1 If Government property is furnished as part of a task order, it will be identified on individual task orders. The Government property will be received, loaded and transported from the storage site by the Contractor. The Contractor shall be required to establish a hand receipt with the appropriate Property Officer to receive the supplies as directed by the Contracting Officer.

1.17.2 The Contractor assumes the risk and responsibility for loss or damage to Government-furnished property as defined in FAR 52.245-2(g).

1.17.3 The Contractor shall follow the instructions of the Contracting Officer or his designated representative regarding the disposition of all Government-furnished property not consumed in performance of a task order.

1.18 SALVAGEABLE AND REPAIRABLE MATERIALS

1.18.1 Material classified by the Contracting Officer or the Contracting Officer's Representative as salvageable, and equipment designated on the drawings or specifications, shall remain the property of the Government and shall be turned in as directed by the Contracting Officer.

1.18.2 Material classified by the Contracting Officer or the Contracting Officer's Representative as repairable shall be thoroughly cleaned and delivered as directed by the Contracting Officer.

1.18.3 Material and equipment not identified to be removed and turned in to the Contracting Officer will become the property of the Contractor. Materials not classified as salvageable or repairable by the Contracting Officer or the Contracting Officer's Representative shall be removed from the site and disposed of off post at no cost to the Government.

1.18.4 Prior to commencing work, a joint inventory will be conducted by the Contractor, the Contracting Officer's Representative, and Government Inspector during which salvageable, repairable material will be identified. The Contractor will be given a copy of this inventory and will be accountable for this property as indicated above. This joint inventory will in no way limit or preclude the Contracting Officer from designating additional items in the above categories during the life of this contract. Identified materials will be delivered as directed by the Contracting Officer either to the DPW or through the DPW to the Defense Reutilization and Marketing Office (DRMO). For materials to be delivered to DRMO, the Contractor shall fill out DA Form 1348 (Turn-In Slip) and present it for signature to the Real Property Accountable Officer at DPW.

1.19 TOILET FACILITIES

Contractor's personnel will be permitted to use toilet facilities where available and or allowed by Facility User on the premises subject to regulation and control of the Contracting Officer or his designated representative. On those sites where no toilet facilities are available, the Contractor shall provide portable chemical latrines (registered by TNRCC), at no additional cost to the Government. These facilities shall be maintained in accordance with the installation's safety office.

1.20 IDENTIFICATION OF EMPLOYEES

1.20.1 The Contractor and all subcontractors shall furnish an identification badge/card to each employee prior to commencement of work onsite by any employee, and all employees shall wear a visible identification badge at all times on the job site. As a minimum, the Contractor's name and phone number, employee's photograph, title of contract, and employee name/identification shall be displayed on the identification. All prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon the release of any employee.

1.20.2 Clothing worn by all Contractor employees shall comply with applicable health and safety provisions and shall not include any portion of past or present military uniforms. Official Contractor logos and uniforms are permissible.

1.21 DEVIATION FROM PROPOSED MANAGEMENT PERSONNEL

The Contractor shall obtain prior written approval from the Contracting Officer prior to making any changes in his proposed management staff set forth in his technical proposal.

1.22 DEVIATION FROM PROPOSED LIST OF SUBCONTRACTORS

1.22.1 The Contractor shall update the list of his subcontractors monthly and submit the updated list through the COR to the Ordering Officer by the 10th day of each month. This list should contain all subcontractor deviations

(increases/decreases) which vary from the original list of contemplated subcontractors provided in the technical proposal.

1.22.2 In addition to the above, the Contractor shall submit with the proposal for each task order a list of subcontractors who will perform work under each task order.

1.23 PROBLEM REPORTING

The Contractor shall promptly report to the Contracting Officer's Representative all construction problems or design deficiencies encountered during construction. Report will include recommended solutions or alternatives. The reporting is to be done on a form provided by the Contractor. This may be called a Corrective Action Request (CAR), Request for Information (or Instruction) (RFI) or whatever title the Contractor desires as long as the form and title are acceptable to the COR.

1.24 PRESERVING HISTORICAL AND ARCHEOLOGICAL FINDS

The Contractor shall be required to obtain archeological clearance from the Environmental Office prior to conducting any ground disturbing action in areas where archeological resources exist. This will include all areas except improved roads, grounds and similar areas. Any failure to do so, which results in damage to cultural resources, may result in claims for costs of mitigating damage being assessed against the Contractor.

1.25 LIMITED ACCESS TO FORT

1.25.1 The Contractor, shall under regulations prescribed by the Provost Marshal, use only established roadways when transporting personnel and/or material in the prosecution of work. The Contractor shall adhere strictly to the above, and shall not develop new ingress or egress roads without specific written instructions from the Provost Marshal. The Contractor shall insure his personnel use designated parking areas only. Vehicles shall not be parked on grassy areas.

1.25.2 If the Contractor fails or refuses to comply with the above, the Contracting Officer may issue a stop work order. No part of the time lost due to any such order shall be made the subject of claim for extension of time or for excess costs or damage by the Contractor.

1.25.3 Compliance with the provisions of this paragraph by subcontractors will be the responsibility of the Contractor.

1.25.4 All vehicles operated in support of the contract, including Contractor and Contractor employees' privately owned vehicles or subcontractor vehicles shall be registered, insured, licensed, and inspected for compliance with applicable Federal, State, and local safety requirements.

1.26 GOVERNMENT EQUIPMENT ON THE SITE

The Contractor shall cover equipment that is to remain in place within the area of contract operations and protect it against damage or loss; move and store equipment that is removed in performance of work where directed or reuse in work as required by drawings and specifications. Equipment temporarily removed shall be protected, cleaned and replaced equal to its condition prior to starting work. Security for equipment or materials that is to be reused and is removed for temporary storage shall be the sole responsibility of the Contractor.

1.27 SERVICES TO BE PERFORMED

The general requirements for the nature and categories of work to be performed under this contract includes but is not necessarily limited to the following:

site clearing, building renovation, earthwork, site drainage and utilities, roads and walks, cast-in-place concrete, brick masonry, block and tile masonry, structural metal, metal joists and decking, rough carpentry, finish carpentry, built-in cabinetry and furniture, roofing and siding, sheet metal work, doors, windows and glazing, window coverings, entrances and store fronts, lath and plaster, drywall, painting and wall coverings, floor tile and carpeting, pipe and fittings, plumbing devices and fixtures, fire extinguishing systems, fire alarm systems and intrusion detection systems and equipment, heating and air conditioning and ventilating equipment and systems, ducts and controls, boxes and wiring devices, starters, breaker panels, switching devices and transformers, lighting and primary and secondary power systems.

1.28 ACCESS TO WORK AREAS

Scheduling of access to family housing units shall be coordinated with the appropriate Family Housing Division at the work site for each task order through the Contracting Officer's Representative and shall comply with the following:

1.28.1 All work shall be performed during normal duty hours from 7:30 a.m. to 4:00 p.m., Monday through Friday, excluding Federal legal holidays, unless specifically authorized by the Contracting Officer or as required for a scheduled interruption. Federal legal holidays falling on Saturday shall be observed on the preceding Friday and those falling on Sunday shall be observed on the following Monday.

1.28.2 Family Housing office at the installation (the Government) will notify family quarters occupants by letter of the general time frame in which the Contractor will be allowed access to their set of quarters. This general schedule will be based on the Contractor's schedule, submitted in accordance with contract clause SCHEDULES FOR CONSTRUCTION CONTRACTS (FAR 52.236-15).

1.28.3 It shall be the Contractor's responsibility to notify, in writing, the occupants of each family housing unit of the specific day access is desired and the exact nature of the work to be performed. This notice must be given a minimum of 2 weeks in advance. The procedure for accomplishing this is as follows:

1.28.3.1 Within 30 days of receipt of the Notice to Proceed, but before starting work, the Contractor shall either mail or deliver a letter (see Sample Letter No. 1 included at the end of this section) addressed to the occupants of dwelling units involved and include the following information:

1.28.3.1.1 An informative statement that the Contractor has been engaged to accomplish certain work in the occupant's dwelling unit.

1.28.3.1.2 A description of the work to be accomplished and the date the total project is to be completed.

1.28.3.1.3 A description of the time frames and location in which access will be necessary to perform the work. (Multiple access requirements shall be carefully defined.)

1.28.3.1.4 A statement that a responsible adult (18 years or older) will have to be present (on the premises) during all phases of work in which interior access will be required.

1.28.3.1.5 A statement that all vehicles must be removed from the immediate vicinity of the building prior to the beginning of work.

1.28.3.1.6 The name and phone number of a point of contact to which the occupants should report access coordination problems. (Long distance phone numbers must include area codes and a statement that the Contractor will bear

the expense of collect calls.) A time frame in which phone calls will be received.

1.28.3.1.7 A return mailing address to which inquiries may be directed.

1.28.3.1.8 Include one of the following statements as it applies to this project:

- A request to gain access at a specific time on a specific date or dates for a specific time period. (Applicable only for dwelling units to be completed within 14 calendar days of the date Letter No. 1 is sent.)

- A statement that a Contractor's Representative will be in contact with the occupant 2 weeks prior to actual access requirements.

1.28.3.1.9 A request for the occupant to accelerate work progress by removing any occupant-owned items in the work area that might impede the flow of work.

1.28.3.1.10 A courteous salutation.

1.28.3.1.11 The letter is to be approved by the Contracting Officer, and a copy of same is to be furnished to the Contracting Officer. No work may commence until this requirement has been accomplished in total.

1.28.3.2 At 14 calendar days prior to actual access requirements at a particular dwelling unit, the Contractor shall send another approved letter reminding the occupant that he is doing this work and this letter (see Sample Letter No. 2 included at the end of this section) shall include the same information as Sample Letter No. 1 with an update as to when access will be required. Letter No. 2 should include a request that the occupant call the Contractor to verify that access will be available.

1.28.3.3 Between 2 and 4 days prior to actual access requirements, the Contractor shall either send or deliver a third notice that access is needed. This letter (see Sample Letter No. 3 included at the end of this section) is to include the following:

1.28.3.3.1 All of the information required in Letter No. 2 with another update of the exact time, date and for what period access will be required.

1.28.3.3.2 Include one of the following statements as it applies to each individual dwelling unit:

- A statement that coordination has not been completed because no access agreement has yet been finalized.

- A statement that failure to set this agreement will possibly impede the progress of this work.

- Another request that the occupant make contact with the Contractor's Representative to coordinate access.

1.28.3.4 The Contractor shall meet the agreed upon schedule that his representative prearranged with the family housing occupant.

1.28.3.5 If at this point no agreement has been arranged, the Contractor shall report to work at the time at which he had previously requested access. If access is not available, he shall furnish and leave a note fastened to the front door handle to inform the occupant that the Contractor needs access to the quarters (see Sample Fourth Notice included at the end of this section). Again, a phone number, point of contact, and mission statement is required.

1.28.3.6 The Contractor shall return to the dwelling unit at least 4 days later to try again to gain access.

1.28.3.6.1 If access is not available at this time, the Contractor shall again leave a notice on the front door knob (see Sample Fifth Notice at the end of this section) and at this time request in writing the assistance of the Family Housing Branch Office through the Contracting Officer's Representative to determine the status of the dwelling unit and/or effect notification through the command of the occupant's military unit.

1.28.3.6.2 The Contractor shall repeatedly place notices on the door knob every 4 days until a time 2 days prior to the completion date of the contract or until the work is completed.

1.28.3.7 In the event that an access agreement is never reached within the time constraints of this contract, consideration will be given to extending the time limit. No money shall be paid for materials or labor not used because an access agreement was not effected.

1.28.3.8 The Contractor is hereby put on notice that these occupants have peculiar and extenuating demands on their time and on their transit status. It is, therefore, incumbent upon the Contractor to make every reasonable effort to communicate with the occupants on a one-on-one basis to accommodate their requirements.

1.28.3.9 Omitted

1.28.3.10 Omitted

1.28.3.11 If, for some reason, the occupant refuses to allow access to the quarters or if the Contractor's personnel are required to stop work on that dwelling unit because the occupant leaves, the Contractor shall notify the Contracting Officer's Representative immediately and receive directions from the Contracting Officer.

1.28.3.12 All letters and notices required herein shall be prepared in the correct number by the Contractor and shown to the Contracting Officer's Representative prior to distribution.

1.28.3.13 It should be understood by the Contractor that, even with the notification system outlined above, access to some units of family housing will not be available the first time, and it may be necessary to renotify the occupants. After two unsuccessful attempts by the Contractor, the Contracting Officer's Representative will be notified and will effect final notification.

1.28.4 In no case will the Contractor or his employees enter family housing units without the occupants being present.

1.28.5 In the case of unoccupied, vacant quarters, the Family Housing office will provide access.

1.28.6 The Contractor shall schedule his work in a manner that will reduce the inconvenience to the family housing occupants to a minimum. The Contractor shall finish his daily increments of work to the extent that the family housing units are habitable and functional.

1.28.7 The Contractor will ensure that all his employees entering family housing make every reasonable effort to refrain from tracking in dirt or mud and other extraneous matter. It shall be the Contractor's responsibility to clean and/or repair any damage caused by his employees.

1.28.8 The Contractor shall be responsible for repairing any structural or architectural damage that occurs as a result of his performance of this work.

1.28.9 The Contractor shall provide a nametag for each of his personnel entering family housing. This nametag shall show the complete name of the employee and the name of the employee's firm. This nametag shall be worn at all times when entering and working in family housing. In addition, each crew

will be provided with a letter of identification from the Family Housing office.

1.28.10 The Contractor will be required to remove all furniture and other items required to be moved in order to perform the work. Care of the furniture and other items during moving (removing and return) shall be the responsibility of the Contractor, and if any damage is incurred due to fault or negligence of the Contractor, his agents and/or employees, repairs shall be at the Contractor's expense. Furniture and items shall be stored within the area in a location as convenient as possible to the occupant. Furniture and other items shall be replaced by the Contractor upon completion of the work.

1.28.11 The Contractor will be required to supply the installation's Family Housing Maintenance Contractor with an emergency phone number and point of contact. The individual who is designated as point of contact must be available at any time in case the Contractor's work creates some problem with utilities which must be corrected by the installation Maintenance Contractor.

1.29 DISCOVERY OF UNEXPLODED BOMBS

The Contractor accepts the award of the contract with the knowledge that unexploded bombs (DUDS) may be encountered when carrying out such work. The Contractor will be required to comply with the installation regulations.

1.30 COMPLETION OF TASK ORDERS

1.30.1 Performance time will be negotiated for each task order considering that all task orders issued will be accomplished and performed concurrently. The Contractor shall provide a critical path method schedule (CPM) with each proposal which will be revised and resubmitted based upon the negotiated completion date. The CPM shall be updated weekly for each task order after the Contractor receives the notice to proceed for that task order. Some task orders may require phased completion times. Completion times for individual phases of such task orders will be determined by mutual agreement during project proposal negotiations.

1.30.2 The following requirements pertain to timely completion of task orders. The performance period for any task order shall begin as indicated upon the task order. A task order is considered complete upon final acceptance of work completed under that order to include delivery of acceptable, required as-builts, drawings, DD Form 1354, DA Form 2877, O&M training and manuals, and warranty information.

1.30.3 The Contractor shall plan, perform, and manage all work so as to comply with specified completion dates without resort to other task orders and without resort to other actions which would result to additional cost to the Government. The following categories shall be used as a basis for estimating completion dates:

- (a) Proper crew sizes and equipment.
- (b) Use of subcontractors.
- (c) Required phasing.
- (d) Concrete curing.
- (e) Government delay of access to work site.
- (f) Testing and evaluation of work site conditions which require extra days.
- (g) Documented unavailability of materials or equipment.

(h) Full compliance with any applicable law, regulation, or safety requirement which delays time beyond the number of days allowed by other elements.

(i) Extensive coordination required for use of utilities and digging permits.

(j) Factors beyond the Contractor's control delay work.

(k) Negotiate a completion time which would appear sooner than normal based on priority and criticality work completion.

1.31 NOTICE OF COMPLETION OF TASK ORDER

The Contractor shall notify the ordering officer upon completion of each individual task order. The Contractor shall give a minimum advance notice of 2 working days of the date the work will be fully completed and ready for final inspection.

1.32 CONTRACT PROGRESS REPORTS

1.32.1 The Contractor shall submit a weekly progress report to the Contracting Officer or his designated representative for each task order issued but not completed.

1.32.2 The report will use FORSCOM Form 59-1-R unless an alternate progress report format is proposed by the Contractor for approval by the Government. Any changes or additions requested by the Government will be included in the format. Each report is to be signed and dated by the Contractor.

1.32.3 The Contractor shall also furnish weekly an updated computer summary CPM chart listing all task orders issued to date. A summary chart shall be provided on floppy disk and in hard copy.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section --

SAMPLE LETTER 1

COMPANY NAME
ADDRESS

DATE

Occupant
Street Address
Fort Bragg, NC 28307

Dear Sir:

1. This is to inform you that this firm has been engaged to perform the following work in your dwelling unit:

Work to be accomplished _____
Work to be completed by _____.

2. In accomplishing this work, we will need access to your dwelling unit as follows:

Phase	Location	Reason	Time Required
-------	----------	--------	---------------

3. Our contract does not allow us to enter your dwelling unit unless an adult (18 years or older) is present at all times.

4. Please call collect Mr. _____ at area code () _____ to schedule access to quarters. Call between 7:30 a.m. and 3:30 p.m. Monday through Friday before _____.

5. Mailed inquiries may be sent to the address shown on this letterhead.

6. (1) A Contractor representative will again be in touch with you 2 weeks prior to the actual access requirements to nail down specific dates and times.

OR (2) We will have men coming to your quarters to accomplish work at 8 a.m. on _____. Please provide access at that time by having an adult present or call Mr. _____ to make other arrangements.

7. When construction actually begins, please help accelerate work progress by removing as many personal items from the work area as possible.

8. Thank you for your cooperation in this matter.

Sincerely yours,

President

Fort Bragg Contracting Officer Approval _____

SAMPLE LETTER 2

COMPANY NAME
ADDRESS

DATE

A REMINDER

Occupant
Street Address
Fort Bragg, NC 28307

Dear Sir:

1. This is to inform you that this firm has been engaged to perform the following work in your dwelling unit:

Work to be accomplished _____
Work to be completed by _____.

2. In accomplishing this work, we will need access to your dwelling unit as follows:

Phase	Location	Reason	Time Required
-------	----------	--------	---------------

3. Our contract does not allow us to enter your dwelling unit unless an adult (18 years or older) is present at all times.

4. Please call collect Mr. _____ at area code () _____ to schedule access to quarters. Call between 7:30 a.m. and 3:30 p.m. Monday through Friday before _____.

5. Mailed inquiries may be sent to the address shown on this letterhead.

6. (1) A Contractor representative will again be in touch with you 2 weeks prior to the actual access requirements to nail down specific dates and times.

OR (2) We will have men coming to your quarters to accomplish work at 8 a.m. on _____. Please provide access at that time by having an adult present or call Mr. _____ to make other arrangements.

7. When construction actually begins, please help accelerate work progress by removing as many personal items from the work area as possible.

8. Thank you for your cooperation in this matter.

Sincerely yours,

President

Fort Bragg Contracting Officer Approval _____

NOTE: This is to remind you to call or that we will be there at 7:45 a.m. on
_____ to accomplish work. Thank you for having someone
present at that time.

SAMPLE LETTER 3

COMPANY NAME
ADDRESS

DATE

A REMINDER

A FINAL REMINDER

Occupant
Street Address
Fort Bragg, NC 28307

Dear Sir:

1. This is to inform you that this firm has been engaged to perform the following work in your dwelling unit:

Work to be accomplished _____
Work to be completed by _____.

2. In accomplishing this work, we will need access to your dwelling unit as follows:

Phase	Location	Reason	Time Required
-------	----------	--------	---------------

3. Our contract does not allow us to enter your dwelling unit unless an adult (18 years or older) is present at all times.

4. Please call collect Mr. _____ at area code () _____ to schedule access to quarters. Call between 7:30 a.m. and 3:30 p.m. Monday through Friday before _____.

5. Mailed inquiries may be sent to the address shown on this letterhead.

6. (1) A Contractor representative will again be in touch with you 2 weeks prior to the actual access requirements to nail down specific dates and times.

OR (2) We will have men coming to your quarters to accomplish work at 8 a.m. on _____. Please provide access at that time by having an adult present or call Mr. _____ to make other arrangements.

7. When construction actually begins, please help accelerate work progress by removing as many personal items from the work area as possible.

8. Thank you for your cooperation in this matter.

Sincerely yours,

President

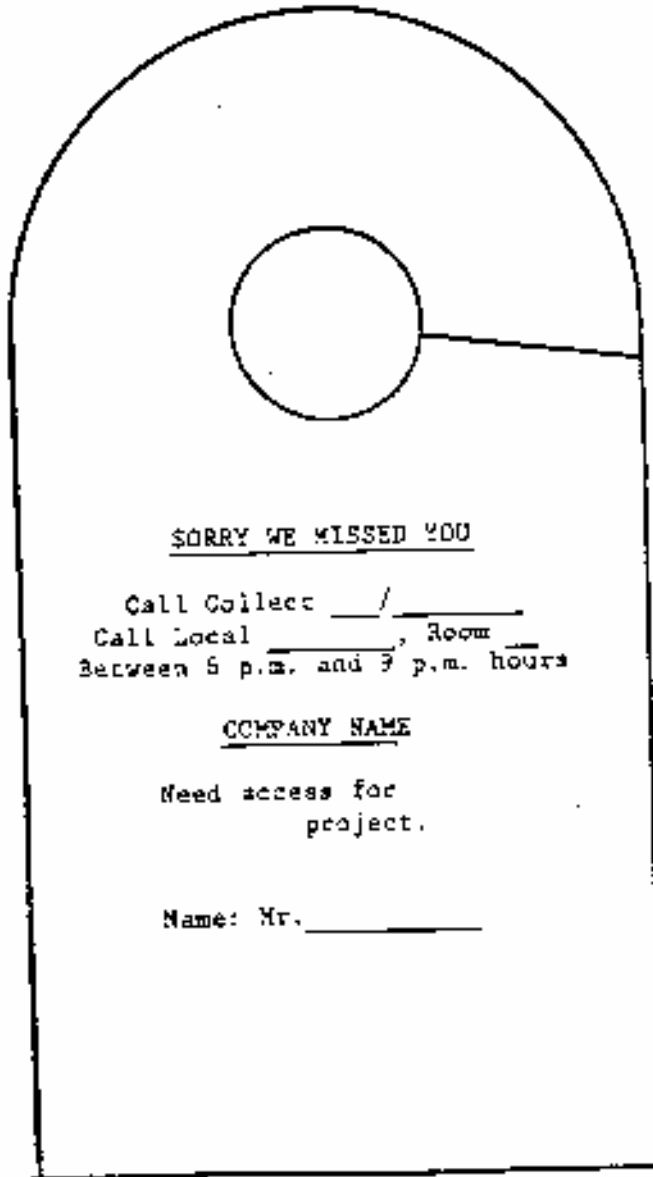
Fort Bragg Contracting Officer Approval _____

NOTE: (1) This is to remind you to call or that we will be there at 7:45 a.m. on _____ to accomplish work. Thank you for having someone present at that time.

OR (2) We have not heard from you and need to schedule access before _____.

Failure on your part to make your dwelling unit available to us may adversely affect our contractual agreement to complete the project on time. Please call!

SAMPLE 4TH NOTICE



SORRY WE MISSED YOU

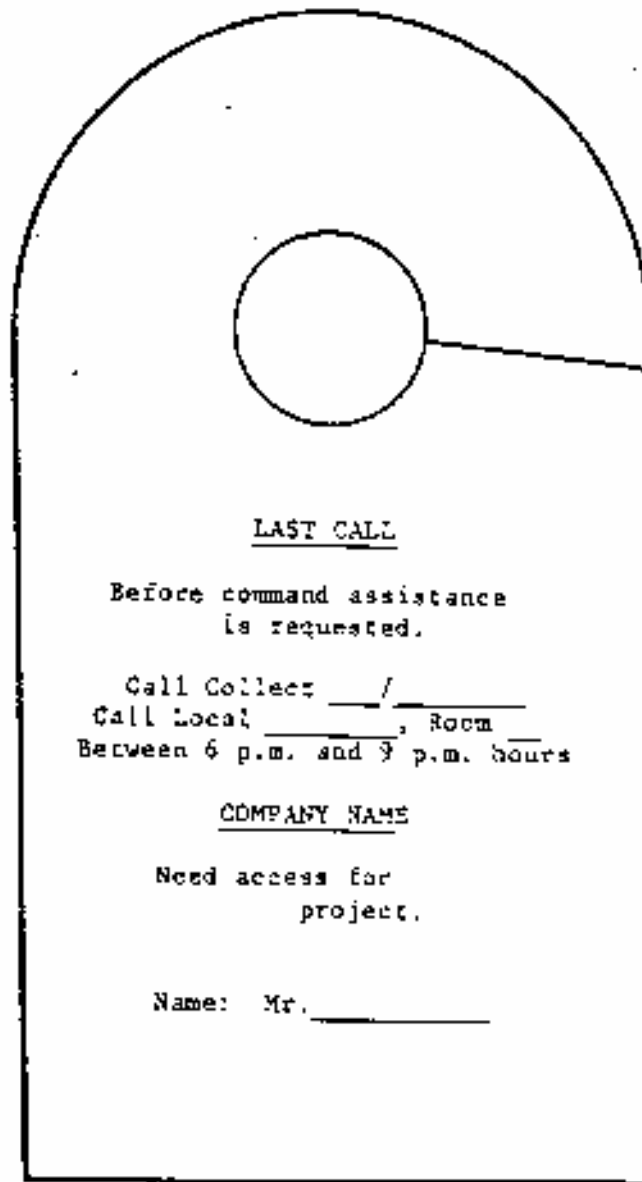
Call Collect ____/____
Call Local _____, Room _____
Between 5 p.m. and 9 p.m. hours

COMPANY NAME

Need access for
project.

Name: Mr. _____

SAMPLE 5TH NOTICE



LAST CALL

Before command assistance
is requested.

Call Collect ____ / ____
Call Local ____, Room ____
Between 6 p.m. and 9 p.m. hours

COMPANY NAME

Need access for
project.

Name: Mr. _____

SECTION 01700

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 SUMMARY (Not Applicable)

1.2 REFERENCES (Not Applicable)

1.3 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only:

SD-01 Data

Spare Parts Lists
Spare Parts
Special Tools
Personnel Training

Spare parts lists, spare parts, special tools, and personnel training curriculum and staffing shall be submitted in accordance with the general requirements described in paragraph 1.4 of this section and the applicable requirements described in the technical sections.

Warranties

The Contractor shall furnish the warranties for each Task Order under this contract in accordance with clause WARRANTY OF CONSTRUCTION of Section 00800 and paragraph ADDITIONAL WARRANTY REQUIREMENTS of this section.

SD-04 Drawings

As-Built Drawings; GA.

As-built drawings for each Task Order under this contract shall be submitted for approval in accordance with the requirements described in paragraph AS-BUILT DRAWINGS of this section.

SD-07 Schedules

Inventory of CF/CI Equipment
Inventory of GF/CI Equipment

Inventories shall be furnished in accordance with paragraphs INVENTORY OF CONTRACTOR-FURNISHED AND INSTALLED EQUIPMENT and INVENTORY OF GOVERNMENT-FURNISHED, CONTRACTOR-INSTALLED EQUIPMENT of this section.

SD-19 Operation and Maintenance Manual

Operation and Maintenance Manuals; GA.

Operation and maintenance manuals shall be submitted for approval in accordance with the general requirements described in this section and the applicable requirements pertaining to individual equipment and systems described in the technical sections.

1.4 OPERATION AND MAINTENANCE MANUALS, SPARE PARTS LISTS, SPARE PARTS, SPECIAL TOOLS, INVENTORIES OF INSTALLED PROPERTIES AND TRAINING OF OPERATING AND SERVICE PERSONNEL

The Contractor shall be responsible for the preparation, coordination, execution and submittal of all operation and maintenance manuals, spare parts lists, special tools, inventories of equipment manuals and maintenance instructions, and shall conduct all training of operating and service personnel. Operation and maintenance manuals shall cover all system installations provided in this contract and shall be in sufficient detail to facilitate normal maintenance and troubleshooting by persons with minimum experience with the installed equipment.

1.4.1 Submittal Requirements

All of the above listed items required in the Technical Provisions of these specifications shall be submitted to the Contracting Officer not less than 60 days prior to the scheduled contract completion date. Fully developed and approved operation and maintenance instructions shall be provided 30 days prior to scheduling training of operating and service personnel. The Contractor shall coordinate the content of each instruction period required in the Technical Provisions of these specifications with the Contracting Officer's representative prior to the actual start of the training period.

1.4.1.1 Videotaping of Training for Operating and Service Personnel

Each instruction or training period as discussed above, shall be videotaped in VHS format by the Contractor. The taping shall include the entire session; and the original video tape(s) shall be labeled and turned over to the Contracting Officer. The video camera and tapes utilized by the Contractor, shall be of a quality to enable clear and understandable playbacks of the recorded events.

1.4.2 Bidding Schedule

A separate Bid Item entitled "O&M Manuals" will be placed in the Task Order/Delivery Order Bidding Schedule for the above listed items. The amount of this Bid Item has been established by the Contracting Officer and entered into the Bidding Schedule. This Bid Item becomes a part of the overall Contractor's bid, but payment of the amount shown shall not be made until all the above listed items have been received and approved. On those systems where complete and comprehensive operation and maintenance instructions cannot be fully developed until the system is checked, tested, and/or balanced, a proposed draft of those system manuals shall be submitted. Liquidated damages for O&M Manuals shall begin if the complete O & M Manuals submittal package with drafts is not submitted 60 days prior to the scheduled contract completion date and shall continue until the complete package is submitted. Fully developed O&M Manuals of the drafts shall be submitted for approval after the systems have been checked, tested and/or balanced. Failure to submit all specified O&M manuals, spare parts listings, spare parts, special tools and inventories of installed property in a timely manner shall be cause for delaying substantial completion of the work. Commencement of warranty under the clause WARRANTY OF CONSTRUCTION of Section 00800, will not occur until all these items are delivered, and approved by the Contracting Officer, but not earlier than the date of final acceptance of the work by the Government. When the O&M Manuals with drafts are approved they will not constitute a reason for delaying the start of the warranty period. Payment for O&M Manuals will be made after approval of all the fully developed manuals.

1.4.3 Government Possession of Work

The Government may take possession of any completed or partially completed work, as provided for under Contract Clause entitled "USE AND POSSESSION PRIOR TO COMPLETION." If the installed equipment and/or systems thereto, have not been accepted by the Government due to the Contractor's failure to submit the above specified items, the Contractor shall operate and maintain such plant or system at no additional cost to the Government until such time that the specified items have been received, approved and any subsequent testing, check-out and/or training has been completed.

1.5 EQUIPMENT OPERATING, MAINTENANCE, AND REPAIR MANUALS

1.5.1 Scope

This paragraph establishes general requirements for the preparation and submission of equipment operating, maintenance, and repair manuals, as called for in the various sections of the specifications. Specific instruction(s) relating to a particular system or piece of equipment shall be incorporated into the manuals in accordance with the applicable specification requirement.

1.5.2 General Requirements

1.5.2.1 Hard Cover Binders

The manuals shall be permanently bound and have a hard cover. The following identification shall be inscribed on the cover the words "EQUIPMENT OPERATING, MAINTENANCE, AND REPAIR MANUAL" and the name, building number, location, and indication of utility or systems covered. Manuals shall be approximately 215 mm by 280 mm (8-1/2 by 11 inches) with large sheets folded in and capable of being easily pulled out for reference. All manuals for a single facility must be similar in appearance.

1.5.2.2 Warning Page

A warning page shall be provided to warn of potential dangers (if they exist), such as high voltage, toxic chemicals, flammable liquids, explosive materials, carcinogens, or high pressures. The warning page shall be placed inside the front cover, in front of the title page.

1.5.2.3 Title Page

The title page shall show the name of the preparing firm (designer or Contractor) and the date of publication.

1.5.2.4 Table of Contents

Provide in accordance with standard commercial practice.

1.5.3 Equipment Operating, Maintenance, and Repair Manuals

1.5.3.1 General

Separate manuals shall be provided for each utility system as defined hereinafter. Manuals shall be provided in the number of copies specified in the applicable technical section. Manuals shall include, in separate sections, the following information for each item of equipment:

a. Performance sheets and graphs showing capacity data, efficiencies, electrical characteristics, pressure drops, and flow rates. Marked up catalogs or catalog pages do not satisfy this requirement. Performance

information shall be presented as concisely as possible and contain only data pertaining to equipment actually installed.

b. Catalog cuts showing application information.

c. Installation information showing minimum acceptable requirements.

d. Operation and maintenance requirements. Include adequate illustrative material to identify and locate operating controls, indicating devices and locations of areas or items requiring maintenance.

(1) Describe, in detail, starting and stopping procedures for components, adjustments required to obtain optimum equipment performance, and corrective actions for malfunctions.

(2) Maintenance instructions describing the nature and frequency of routine maintenance and procedures to be followed. Indicate any special tools, materials, and test equipment that may be required.

e. Repair information including diagrams and schematics, guidance for diagnosing problems, and detailed instructions for making repairs. Provide troubleshooting information that includes a statement of the indication or symptom of trouble and the sequential instructions necessary. Include test hookups to determine the cause, special tools and test equipment, and methods for returning the equipment to operating conditions. Information may be in chart form or in tabular format with appropriate headings.

f. Parts lists and names and addresses of closest parts supply agencies.

g. Names and addresses of local manufacturers' representatives.

1.5.3.2 Facility Heating Systems

Information shall be provided on the following equipment: boilers, water treatment, chemical feed pumps and tanks, converters, heat exchangers, pumps, unit heaters, fin-tube radiation, air handling units (both heating only and heating and cooling), and valves (associated with heating systems).

1.5.3.3 Air-Conditioning Systems

Provide information on chillers, packaged air-conditioning equipment, towers, water treatment, chemical feed pumps and tanks, air-cooled condensers, pumps, compressors, air handling units, and valves (associated with air-conditioning systems).

1.5.3.4 Temperature Control and HVAC Distribution Systems

1.5.3.4.1 Provide the information described for the following equipment:

Valves, fans, air handling units, pumps, boilers, converters, and heat exchangers, chillers, water cooled condensers, cooling towers, and fin-tube radiation.

1.5.3.4.2 Provide all information described for the following equipment:

Control air compressors, control components (sensors, controllers, adapters, and actuators), and flow measuring equipment.

1.5.3.5 Central Heating Plants

Provide the information described for the following equipment: Boilers, converters, heat exchangers, pumps, fans, steam traps, pollution control equipment, chemical feed equipment, control systems, fuel handling equipment, de-aerators, tanks (flash, expansion, return water, etc.), water softeners, and valves.

1.5.3.6 District Heating Distribution Systems

Provide the information described for the following equipment: Valves, fans, pumps, converters and heat exchangers, steam traps, tanks (expansion, flash, etc.) and piping systems.

1.5.3.7 Exterior Electrical Systems

Information shall be provided on the following equipment: Power transformers, relays, reclosers, breakers, and capacitor bank controls.

1.5.3.8 Interior Electrical Systems

Information shall be provided on the following equipment: Relays, motor control centers, switchgear, solid state circuit breakers, motor controller, and EPS lighting systems, control systems (wire diagrams and troubleshooting flow chart), and special grounding systems.

1.5.3.9 Energy Management and Control System

The maintenance manual shall include descriptions of maintenance for all equipment, including inspection, periodic preventative maintenance, fault diagnosis, and repair or replacement of defective components.

1.5.3.10 Domestic Water Systems

The identified information shall be provided on the following equipment: Tanks, unit process equipment, pumps, motors, control and monitoring instrumentation, laboratory test equipment, chemical feeders, valves, switching gear, and automatic controls.

1.5.3.11 Wastewater Treatment Systems

The identified information shall be provided on the following equipment: Tanks, unit process equipment, pumps, motors, control and monitoring instrumentation, laboratory test equipment, chemical feeders, valves, scrapers, skimmers, comminutors, blowers, switching gear, and automatic controls.

1.5.3.12 Fire Protection Systems

Information shall be provided on the following equipment: Alarm valves, manual valves, regulators, foam and gas storage tanks, piping materials, sprinkler heads, nozzles, pumps, and pump drivers.

1.5.3.13 Fire Detection Systems

The maintenance manual shall include description of maintenance for all equipment, including inspection, periodic preventive maintenance, fault diagnosis, and repair or replacement of defective components.

1.5.3.14 Plumbing Systems

Information shall be provided on the following equipment: Water heaters, valves, pressure regulators, backflow preventers, piping materials, and plumbing fixtures.

1.5.3.15 Liquid Fuels Systems

Information shall be provided on the following equipment: Tanks, automatic valves, manual valves, filter separators, pumps, mechanical loading arms, nozzles, meters, electronic controls, electrical switch gear, and fluidic controls.

1.5.3.16 Cathodic Protection Systems

Information shall be provided on the following material and equipment: Rectifiers, meters, anodes, anode backfill, anode lead wire, insulation material and wire size, automatic controls (if any), rheostats, switches, fuses and circuit breakers, type and size of rectifying elements, type of oil in oil-immersed rectifiers, and rating of shunts.

1.5.3.17 Generator Installations

Information shall be provided on the following equipment: Generator sets, automatic transfer panels, governors, exciters, regulators, starting systems, switchgear, and protective devices.

1.5.3.18 Miscellaneous Systems

Information shall be provided on the following: Communication and ADP systems, security and intrusion alarm, elevators, material handling, active solar, photovoltaic, and other similar type special systems not otherwise specified.

1.6 AS-BUILT DRAWINGS

1.6.1 Scope

This paragraph covers as-built drawings technical requirements and provides information on preliminary and final as-built drawing submittals.

1.6.1.1 General

The as-built drawings shall be a record of the construction as installed and completed by the Contractor. They shall include all the information shown on the contract set of drawings and a record of all deviations, modifications, or changes from those drawings, however minor, which were incorporated in the work, all additional work not appearing on the contract drawings, all changes which are made after final inspection of the contract work and the location and size of all uncharted existing utilities encountered. In event the Contractor accomplishes additional work which changes the as-built conditions of the facility after submission of the as-built drawings, the Contractor shall furnish revised and/or additional drawings as required to depict as-built conditions. The requirements for these additional drawings will be the same as for the as-built drawings included in the original submission.

1.6.1.1.1 Fire Protection/Detection As-Built Drawings

The fire protection/detection as-built drawings will be a finalized version of the fire protection/detection shop drawings. The Contractor shall submit these as-built drawings on full-size mylar sheets.

1.6.1.2 Submittals of preliminary and final as-built drawings shall be as outlined:

1.6.1.2.1 Delivery Orders Having Multiple Items of Work

A copy of the preliminary as-built drawings which the Contractor has reproduced from the approved preliminary as-built drawing sepias, shall be furnished to the Contracting Officer's representative at the time of the final inspection on each interim item of work.

1.6.1.2.2 Delivery Orders Having a Single Item of Work and the Chronologically Last Item of Work on Contracts Having Multiple Items of Work

At the time of final inspection on the last/only item of work, the Contractor shall deliver a copy of the approved preliminary as-built drawing sepias and blue lines to the Contracting Officer's representative.

1.6.1.2.3 All Delivery Orders, Final As-Built Drawings

Final as-built drawing submittal requirements are as stated later in this specification.

1.6.2 Preliminary As-Built Drawings

The Contractor shall mark up both a sepia set and a blue line set of prints to show as-built conditions. These two sets, hereafter called preliminary as-built drawings, or singly, sepias or blue lines, shall be kept current and available on the jobsite at all times, except as noted below. A member of the Contractor's Quality Control Organization shall be assigned responsibility for the maintenance and currency of preliminary as-built drawings. This assignment and any reassignment of duties concerning the maintenance of the as-built drawings shall be promptly reported to the Contracting Officer's representative for his approval. All changes from the contract plans that are made in the work or additional information that might be uncovered in the course of construction, including uncharted utilities, shall be accurately and neatly recorded as they occur by means of details and notes. All changes and/or required additions to the preliminary as-built drawings shall be clearly identified in a color contrasting to blue and which is compatible with reproduction of the preliminary as-built sepias. During periods when the sepias are being copied and are therefore not available at the jobsite, the Contractor shall continue posting all required data to the blue lines. The Contractor shall minimize the time that the sepias are away from the jobsite and he shall update them with all as-built data immediately upon their return. The sepias and blue lines will be jointly inspected for accuracy and completeness by the Contracting Officer's representative and the assigned representative of the Contractor's Quality Control Organization prior to submission of each monthly pay estimate. (See paragraph Withholding for Preliminary As-Built.) The as-built drawings shall show the following information, but not be limited thereto.

The Contractor shall mark up copies of the drawings attached in the specifications to show as-built conditions. These copies hereafter called preliminary as-built drawings, shall be kept current and available on the jobsite at all times, except as noted below. A member of the Contractor's Quality Control Organization shall be assigned responsibility for the maintenance and currency of preliminary as-built drawings. This assignment and any reassignment of duties concerning the maintenance of the as-built drawings shall be promptly reported to the Contracting Officer's representative for his approval. All changes from the contract plans that are made in the work or additional information which might be uncovered in the course of construction, including uncharted utilities, shall be accurately and

neatly recorded as they occur by means of details and notes. All changes and/or required additions to the preliminary as-built drawings shall be clearly identified in red. The marked up drawings will be jointly inspected for accuracy and completeness by the Contracting Officer's representative and the assigned representative of the Contractor's Quality Control Organization prior to submission of each monthly pay estimate. (See paragraph Withholding for Preliminary As-Built.) The as-built drawings shall show the following information, but not be limited thereto.

1.6.2.1 The location and description of any utility lines or other installation of any kind or description known to or found to exist within the construction area. The location of exterior utilities includes actual measured horizontal distances from utilities to permanent facilities/features. These measurements shall be within an accuracy range of 6 inches and shall be shown at sufficient points to permit easy location of utilities for future maintenance purposes. Measurements shall be shown for all change of direction points and all surface or underground components such as valves, manholes, drop inlets, cleanouts, meter, etc. The general depth range of each underground utility line shall be shown (i.e., 1 to 1.2 meters (3 to 4 feet) in depth). The description of exterior utilities includes the actual quantity, size, and material of utility lines.

1.6.2.1.1 The location and dimensions of any changes within the building or structure.

1.6.2.1.2 Correct grade or alignment of roads, structures or utilities if any changes were made from contract plans.

1.6.2.1.3 Correct elevations if changes were made in site grading.

1.6.2.1.4 Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor including but not limited to fabrication, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.

1.6.2.1.5 The topography and grades of all drainage installed or affected as a part of the project construction.

1.6.2.1.6 Options

Where contract drawings or specifications allow options, only the option selected for construction shall be shown on the as-built drawings.

1.6.2.2 As part of the prefinal inspection for each item of work, the preliminary as-built drawings will be reviewed. They must comply with this specification prior to scheduling the final inspection, and/or prior to substantial completion of the item of work.

1.6.2.3 Preliminary As-Built Drawing Final Submittal

Prior to scheduling the final acceptance inspection of the last/only bid schedule item of work, the preliminary as-built drawings shall be completed and delivered to the Contracting Officer's representative for his review and approval. If upon review, the drawings are found to contain errors and/or omissions, they will be returned to the Contractor for corrections. Failure of the Contractor to make timely delivery of the preliminary as-built drawings on any/all items of work will be cause for the Government to delay substantial completion, and to assess liquidated damages in accordance with the terms and conditions of the contract.

1.6.2.4 Withholding for Preliminary As-Built Drawings

Failure by the Contractor to maintain current and satisfactory preliminary as-built drawings in accordance with these requirements will result in withholding from progress payments an amount determined by the Contracting Officer's authorized representative as the value of the subject as-built drawings, and will indicate this unearned amount on monthly payment estimates until the Contractor has fulfilled the contract requirements.

1.6.3 Final As-Built Information

Upon approval of the preliminary as-built drawings, the Contracting Officer will furnish the Contractor the approved blue lines and the original set of contract drawings or tracings and the computer generated graphics files (CADD files) of the contract drawings. The CADD files will be provided to the Contractor in Intergraph Microstation Version 5 format. CADD files will be delivered to the Contractor on one of the following types of media: 90 megabyte Bernoulli disk; up to 10, 89 mm (3-1/2-inch) floppy disks in DOS 5 format using PKZIP compression; 2.3 gigabyte 8mm cartridge tape using scpio or cpio and CLIX Unix format; or 9-track tape using VAX tape backup. The Contractor shall provide the Contracting Officer, upon approval of the preliminary as-built drawings, the preferred media on which to copy the CADD files. The Contractor will then modify these original drawings or tracings and CADD files as may be necessary to correctly show all the features of the project as it was constructed by bringing the contract set into agreement with the preliminary as-built drawings, including adding additional drawings and CADD files as may be necessary. The original drawings or tracings and CADD files are part of the permanent records of this project and the Contractor shall be responsible for the protection and safety thereof until returned to the Contracting Officer. Any drawings or tracings or CADD files damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at his expense. If additional drawings are required, they shall be prepared on blank sheets furnished by the Government and added to the CADD files.

Upon approval of preliminary as-built drawings, the Contractor shall modify the original drawings or tracings and CADD files as may be necessary to correctly show all the features of the project as it was constructed by bringing the contract set into agreement with the preliminary as-built drawings, including adding additional drawings and CADD files as may be necessary. The original drawings or tracings and CADD files are part of the permanent records of this project and the Contractor shall be responsible for the protection and safety thereof until returned to the Contracting Officer. Any drawings or tracings or CADD files damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at his expense. If additional drawings are required, they shall be prepared on blank sheets furnished by the Government and added to the CADD files.

1.6.3.1 Final Revisions

When final revisions have been completed, each drawing and CADD file shall be lettered with the words "DRAWING OF WORK AS-BUILT" in letters at least 3/16" high placed below the title block between the border and the trim line. The date of completion and the words "REVISED AS-BUILT" shall be placed in the revision block above the latest existing revision notation.

1.6.3.2 Title Blocks

The title block to be used for any new as-built drawings shall be similar to that used on the original drawings.

1.6.3.3 Submittal Requirements

The Contractor shall submit to the Contracting Officer the final as-built drawings, consisting of two sets of corrected CADD files in Intergraph Microstation version 5 format, one for the District and one for the user on the media determined by the Contracting officer; the approved preliminary blue lines; and all required reproduced items. All paper prints, reproducible drawings, CADD files, and microfilms will become the property of the Government upon final approval. Failure to submit as-built information as required herein shall be cause for withholding payment due the Contractor for as-built drawings under this contract and for assessment of the specified liquidated damages. Approval and acceptance of final as-built information shall be accomplished before final payment is made to the Contractor.

1.6.3.4 Payment for Final As-Built Drawings

A fixed price for as-built drawings will be agreed upon in the individual Task Orders. Payment for the performance of the work outlined above will be made after its acceptance by the Contracting Officer.

1.7 OMITTED

1.8 ADDITIONAL WARRANTY REQUIREMENTS

1.8.1 Performance Bond

It is understood that the Contractor's Performance Bond will remain effective throughout the life of all warranties and warranty extensions. This paragraph is applicable to the Contractor's Warranty of Construction only and does not apply to manufacturer's warranties on equipment, roofing, and other products.

a. In the event the Contractor or his designated representative fails to commence and diligently pursue any work required under clause WARRANTY OF CONSTRUCTION of Section 00800 within a reasonable time after receipt of written notification pursuant to the requirements thereof, the Contracting Officer shall have a right to demand that said work be performed under the Performance Bond by making written notice on the surety. If the surety fails or refuses to perform the obligation it assumed under the Performance Bond, the Contracting Officer shall have the work performed by others, and after completion of the work, shall make demand for reimbursement of any or all expenses incurred by the Government while performing the work, including, but not limited to administrative expenses.

b. Warranty repair work which arises to threaten the health or safety of personnel, the physical safety of property or equipment, or which impairs operations, habitability of living spaces, etc., will be handled by the Contractor on an immediate basis as directed verbally by the Contracting Officer or his authorized representative. Written verification will follow verbal instructions. Failure of the Contractor to respond as verbally directed will be cause for the Contracting Officer or his authorized representative to have the warranty repair work performed by others and to proceed against the Contractor as outlined in the paragraph a. above.

1.8.2 Pre-Warranty Conference

Prior to contract completion and at a time designated by the Contracting Officer or his authorized representative, the Contractor shall meet with the Contracting Officer to develop a mutual understanding with respect to the requirements of the clause WARRANTY OF CONSTRUCTION of Section 00800. Communication procedures for Contractor notification of warranty defects, priorities with respect to the type of defect, reasonable time required for

Contractor response, and other details deemed necessary by the Contracting Officer or his authorized representative for the execution of the construction warranty shall be established/reviewed at this meeting.

In connection with these requirements and at the time of the Contractor's quality control completion inspection, the Contractor will furnish the name, telephone number and address of a licensed and bonded company which is authorized to initiate and pursue warranty work action on behalf of the Contractor. This single point of contact will be located within the local service area of the warranted construction, will be continuously available, and will be responsive to Government inquiry on warranty work action and status. This requirement does not relieve the Contractor of and of his responsibilities in connection with the clause WARRANTY OF CONSTRUCTION of Section 00800.

1.8.3 Equipment Warranty Identification Tags

The Contractor shall provide warranty identification tags on all equipment installed under this contract. Tags and installation shall be in accordance with the requirements of paragraph EQUIPMENT WARRANTY IDENTIFICATION TAGS.

1.9 EQUIPMENT WARRANTY IDENTIFICATION TAGS

1.9.1 General Requirements

The Contractor shall provide warranty identification tags on all Contractor- and Government-furnished equipment which he has installed.

1.9.1.1 Tag Description and Installation

The tags shall be similar in format and size to the exhibits provided by this specification, they shall be suitable for interior and exterior locations, resistant to solvents, abrasion, and to fading caused by sunlight, precipitation, etc. These tags shall have a permanent pressure sensitive adhesive back, and they shall be installed in a position that is easily (or most easily) noticeable. Contractor furnished equipment that has differing warranties on its components will have each component tagged.

1.9.1.2 Sample Tags

Sample tags shall be submitted to the Contracting Officer's authorized representative for his review and approval. These tags shall be filled out representative of how the Contractor will complete all other tags.

1.9.1.3 Tags for Warranted Equipment

The tag for this equipment shall be similar to the following. Exact format and size will be as approved by the Contracting Officer's authorized representative. The Contractor warranty expires (warranty expiration date) and the final manufacturer's warranty expiration dates will be determined as specified by the clause WARRANTY OF CONSTRUCTION of Section 00800.

EQUIPMENT WARRANTY

CONTRACTOR FURNISHED EQUIPMENT

MFG _____ MODEL NO. _____
SERIAL NO. _____
CONTRACT NO. _____
CONTRACTOR NAME _____
CONTRACTOR WARRANTY EXPIRES _____
MFG WARRANTY (IES) EXPIRE _____

EQUIPMENT WARRANTY
GOVERNMENT-FURNISHED EQUIPMENT

MFG _____ MODEL NO. _____
SERIAL NO. _____
CONTRACT NO. _____
DATE EQUIP PLACED IN SERVICE _____
MFG WARRANTY (IES) EXPIRE _____

1.9.1.4 Duplicate Information

If the manufacturer's name (MFG), model number and serial number are on the manufacturer's equipment data plate and this data plate is easily found and fully legible, this information need not be duplicated on the equipment warranty tag.

1.9.2 Execution

The Contractor will complete the required information on each tag and install these tags on the equipment by the time of and as a condition of final acceptance of the equipment. The Contractor will schedule this activity in the Contractor progress reporting system. The final acceptance inspection is scheduled based upon notice from the Contractor, thus if the Contractor is at fault in this inspection being delayed, the Contractor will, at his own expense, update the in-service and warranty expiration dates on these tags.

1.9.3 Payment

The work outlined above is a subsidiary portion of the contract work, and has a value to the Government approximating 5 percent of the value of the Contractor furnished equipment. The Contractor will assign up to that amount, as approved by the Contracting Officer's authorized representative.

1.9.4 Equipment Warranty Tag Replacement

Under the terms of this contract, the Contractor's warranty with respect to work repaired or replaced shall run for 1 year from the date of repair or replacement. Such activity shall include an updated warranty identification tag on the repaired or replaced equipment. The tag shall be furnished and installed by the Contractor, and shall be identical to the original tag,

except that the Contractor's warranty expiration date will be 1 year from the date of acceptance of the repair or replacement.

1.10 INVENTORY OF CONTRACTOR FURNISHED AND INSTALLED EQUIPMENT

The Contractor shall develop and maintain an up-to-date list of all equipment installed under this contract. The list shall include but not be limited to equipment that require electrical power or fuel, or may require removal or replacement such as AHU's, fans, air conditioners, compressors, condensers, boilers, thermal exchangers, pumps, cooling towers, tanks, fire hydrants, sinks, water closets, lavatories, urinals, shower stalls, and any other large plumbing fixtures, light fixtures, etc. The list shall be reviewed periodically by the Government to insure completeness and accuracy. Partial payment will be withheld for equipment not incorporated in the list. Final list shall be turned over to the authorized representative of the Contracting Officer at the time of Contractor's quality control completion inspection.

1.10.1 Equipment Data

List shall include on each item as applicable: Description, Manufacturer, Model or Catalog No., Serial No., Input (power voltage, BTU, etc.), Output (power, voltage, BTU, tons, etc.). Size or Capacity (tanks), and net inventory costs; any other data necessary to describe item and shall list all warrantors and warranty periods for each item of equipment.

1.11 INVENTORY OF CONTRACTOR FURNISHED AND INSTALLED EQUIPMENT

A list of equipment or units of equipment that require electrical power or fuel, or may require removal or replacement such as AHU's, fans, air conditioners, compressors, condensers, boiler, thermal exchangers, pumps, cooling towers, tanks, fire hydrants, sinks, water closets, lavatories, urinals, shower stalls, and any other large plumbing fixtures, light fixtures, etc., shall be made and kept up to date as installed. The list shall be reviewed periodically by the Government to insure completeness and accuracy. Partial payment will be withheld for equipment not incorporated in the list. List shall include on each item as applicable: Description, Manufacturer, Model or Catalog No., Serial No., Input (power, voltage, BTU, etc.), Output (power, voltage, BTU, tons, etc.), Size or Capacity (tanks), and net inventory costs; any other data necessary to describe item and shall list all warrantors and warranty periods for each item of equipment. Final list shall be turned over to the authorized representative of the Contracting Officer at the time of the Contractor's quality control completion inspection.

1.12 INVENTORY OF GOVERNMENT-FURNISHED CONTRACTOR-INSTALLED EQUIPMENT (GF/CI)

A list of all GFE shall be developed for each task order under which GFE is furnished to the Contractor; and updated as necessary to reflect Task Order changes. Equipment items will be as defined under inventory of Contractor furnished equipment above and the list shall include, on each item, as applicable, the same information. The final list shall be turned over to the Contracting Officer's representative, at the time of the Contractor's quality control inspection.

PART 2 PRODUCTS (Not Applicable)

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04/05

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SECTION 05650

RAILROAD TRACK AND ACCESSORIES

04/05

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

AMERICAN RAILWAY ENGINEERING AND MAINTENANCE-OF-WAY ASSOCIATION
(AREMA)

AREMA Manual (2004) Manual for Railway Engineering

AREMA Track Plans (2003) Portfolio of Trackwork Plans

AMERICAN SOCIETY FOR NONDESTRUCTIVE TESTING (ASNT)

ASNT CP-189 (2001) ASNT Standard for Qualification and
Certification of Nondestructive Testing
Personnel

AMERICAN WELDING SOCIETY (AWS)

AWS D1.1/D1.1M (2004) Structural Welding Code - Steel

AMERICAN WOOD-PRESERVERS' ASSOCIATION (AWPA)

AWPA C2 (2001) Lumber, Timber, Bridge Ties and
Mine Ties - Preservative Treatment by
Pressure Processes

AWPA C3 (1999) Piles - Preservative Treatment by
Pressure Processes

AWPA C6 (1999) Crossties and Switch Ties -
Preservative Treatment by Pressure
Processes

AWPA M2 (2001) Standard for Inspection of Treated
Wood Products

AWPA M6 (1996) Brands Used on Forest Products

AWPA P2 (2001) Standard for Creosote Solutions

ASTM INTERNATIONAL (ASTM)

ASTM A 325 (2004b) Structural Bolts, Steel, Heat
Treated, 120/105 ksi Minimum Tensile
Strength

ASTM A 490	(2004a) Structural Bolts, Alloy Steel, Heat Treated, 150 ksi Minimum Tensile Strength
ASTM C 117	(2004) Materials Finer Than 75 micrometer (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C 127	(2004) Density, Relative Density (Specific Gravity), and Absorption of Coarse Aggregate
ASTM C 131	(2003) Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C 136	(2004) Sieve Analysis of Fine and Coarse Aggregates
ASTM C 142	(1997; R 2004) Clay Lumps and Friable Particles in Aggregates
ASTM C 535	(2003e1) Resistance to Degradation of Large-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C 702	(1998; R 2003) Reducing Samples of Aggregate to Testing Size
ASTM C 88	(1999a) Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM D 1310	(2001) Flash Point and Fire Point of Liquids by Tag Open-Cup Apparatus
ASTM D 217	(2002) Cone Penetration of Lubricating Grease
ASTM D 2171	(2001) Viscosity of Asphalts by Vacuum Capillary Viscometer
ASTM D 3740	(2004) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
ASTM D 402	(2002) Distillation of Cut-Back Asphaltic (Bituminous) Products
ASTM D 445	(2004) Kinematic Viscosity of Transparent and Opaque Liquids (the Calculation of Dynamic Viscosity)
ASTM D 4791	(1999) Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
ASTM D 566	(2002) Dropping Point of Lubricating Grease

ASTM D 75 (2003) Sampling Aggregates

ASTM E 11 (2004) Wire Cloth and Sieves for Testing Purposes

U.S. FEDERAL HIGHWAY ADMINISTRATION (FHWA)

FHWA SA-89-006 (1988) Manual on Uniform Traffic Control Devices for Streets and Highways

1.2 UNIT PRICES

Each bid item will be measured by the unit listed in the Bid Schedule. Materials must be actually used or installed in the completed work. No measurement will be made for wasted materials or materials used for the convenience of the Contractor. The quantities thus determined will be paid for at their respective unit prices as shown in the Unit Price Schedule. This payment will constitute full compensation for furnishing materials, equipment, and labor and incidentals necessary to complete the work required, and for removing and properly disposing of replaced materials. Any required work or materials, such as lubricants and creosote, which are not listed on the Unit Price Schedule, shall be considered subsidiary to the items listed, and their cost shall be included in the costs for the listed items. Bid items are self-explanatory except as described below. Unless noted otherwise, replacement items shall match existing item sizes and types.

1.2.1 Rail

Rail will be paid for on a unit price per linear foot of rail weight shown in the Unit Price Schedule. Stock rails and closure rails will be included for payment in the turnout unit price. The rails in road crossings will be included for payment for rail. Payment will include such items as furnishing the rail, cutting and drilling the rail, installing the rail, and delivering the old rail removed from track to the designated storage area.

1.2.1.1 Out-of-Face Rail Replacement

Measurement will be by the linear foot of 100 feet or more of contiguous replacement rail acceptably installed. Payment will be at the contract unit price per linear foot for "Out-of-Face Rail Replacement".

1.2.1.2 Spot Rail Replacement

Measurement will be by the linear foot of less than 100 feet of contiguous replacement rail acceptably installed. Existing rails which are adjusted in the track during spot rail replacement will not be measured for payment. Existing rails which must be transposed or exchanged during spot rail replacement, as determined by the Contracting Officer, will be measured for payment. Payment will be at the contract unit price per linear foot for "Spot Rail Replacement".

1.2.2 Joint Bars

Joint bars will be paid for at the unit price per pair under "Furnish Joint Bars".

1.2.3 Compromise Joints

Compromise joints will be paid for at the contract unit price per joint for "Furnish Compromise Joint".

1.2.4 Turnouts

1.2.4.1 New Turnouts

Turnout construction will be measured and paid for at the contract unit price for "Furnish and Install New Turnouts". Each turnout shall include the complete switch, switch stand, connecting rod, switch rods, attachments, switch points, slide plates, rail braces, frog, fillers, joint bars and track bolts for the switch and frog, switch ties, and all other required items, including rail, rail anchors, standard tie plates, and spikes. Ballast will be paid for at the unit price for ballast. The pay limit for turnout construction begins at the center of the No. "0" tie at the front of the turnout to the last long switch tie of the rear of the turnout.

1.2.4.2 Turnout Repair

The following are turnout and track crossing unit price pay items:

a. "Switch Repair"

- (1) "Replace Switch Stand" - Each
- (2) "Replace Switch Points" - Each
- (3) "Install or Replace Heel Fillers" - Each
- (4) "Install or Replace Heel Filler Bolt Assembly" - Each
- (5) "Install or Replace Switch Plates" - Each
- (6) "Install or Replace Switch Braces" - Each
- (7) "Remove and Respike Braces and Plates" - Each
- (8) "Adjust Adjustable Braces" - Each
- (9) "Install or Replace Switch Rods and Clips" - Each
- (10) "Replace Connecting Rod" - Each
- (11) "Grind and Dress Switch Point and Adjacent Stockrail" - Each
- (12) "Clean, Adjust, and Lubricate Switch" - Each
- (13) "Rebuild Switch Point Protector" - Each
- (14) "Rebuild Switch Point" - Each
- (15) "Paint Switch Stand

b. "Frog Repair"

- (1) "Replace Frog" - Each
- (2) "Install or Replace Frog Plates or Hook Plates" - Each
- (3) "Rebuild Frog" - Each
- (4) "Grind and Dress Frog, Install or Replace Frog Bolt Assembly" - Each

c. "Guard Rail Repair"

- (1) "Replace Guard Rail" - Each
- (2) "Install or Replace Guard Rail Plates" - Each
- (3) "Install or Replace Guard Rail Bolt Assembly" - Each
- (4) "Install or Replace Guard Rail Fillers" - Each
- (5) "Install or Replace Clamp Assembly including Fillers and Wedges" - Each
- (6) "Tighten all Bolts in Turnouts" - Each

1.2.5 Track Crossing

Track crossings will be paid for at the contract unit price for "Furnish and Install Track Crossing".

1.2.6 Crossties and Switch Ties

Crossties will be measured for each defective crosstie removed and for each new crosstie acceptably furnished and installed as indicated. Switch ties will be measured for each length of defective switch tie removed and for each length of new switch tie acceptably furnished and installed as indicated. Defective crossties and switch ties removed become the property of the Contractor. Crossties will be paid for at the contract unit price for each type listed below:

"6- by 8-inch Grade Crosstie"
"7- by 9-inch Grade Crosstie"

Switch ties will be paid for at the contract unit price each for the length of switch tie listed below:

"9 feet 0 inch Switch Tie"
"10 feet 0 inch Switch Tie"
"11 feet 0 inch Switch Tie"
"12 feet 0 inch Switch Tie"
"13 feet 0 inch Switch Tie"
"14 feet 0 inch Switch Tie"
"15 feet 0 inch Switch Tie"
"16 feet 0 inch Switch Tie"
"17 feet 0 inch Switch Tie"

1.2.7 Omitted

1.2.8 Ballast, Out-of-Face Surface and Aligning

Ballast shall be measured based upon certified scale tickets for railcars or other delivery vehicles. Payment for ballast material will be made at the contract unit price per net ton of each gradation acceptably furnished and placed in track for "Furnish and Place Ballast". Copies of waybills and delivery tickets shall be submitted during the progress of work. Before the final statement is allowed, the Contractor shall file certified waybills and delivery tickets for ballast actually used. Out-of-Face Surface and Aligning will be measured by the unit track-foot for each track-foot of raise of each type or fraction thereof, acceptably performed.

Payment will be at the contract unit price per track foot for each item given below:

"Out-of-Face Surface and Aligning - skin Lift"
"Out-of-Face Surface and Aligning - 2-inch Raise"
"Out-of-Face Surface and Aligning - 4-inch Raise"
"Out-of-Face Surface and Aligning - 6-inch Raise"
"Out-of-Face Surface and Aligning - 3-inch Raise"

1.2.9 Omitted

1.2.10 Bridge Work

The following items relating to bridge repair will be measured separately

for payment and are described under other sections of these specifications.

ITEM DESCRIPTION	UNIT
Timber Pile Repair	Lin ft
Timber Pile Replacement	Lin ft
Shotcrete Repair	Square ft
Bridge Tie Replacement (Open-deck)	Each
Rivet Replacement	Each
Gabion and Gabion Mattress	Cubic yd

All other work relating to bridge repairs will not be measured but will be paid for under the contract lump sum prices listed below for work with each task order.

1.2.10.1 Lump Sum Payment

Payment for each lump sum shall be full compensation for all material, labor, equipment, and incidentals necessary to complete the work as shown on the drawings and as specified herein. Lump sum payment will be exclusive of those items specifically covered by the unit prices referenced above. The lump sum payment items include, but are not limited to, permitting, traffic maintenance, demolition, excavation, excavation supports, backfill, clearing, grubbing, protection of utilities and signals, timber repairs, temporary supports, jacking bridges, concrete construction, ballast retaining walls, pipe, end walls, removal and reinstallation of existing track, surface preparation, and painting.

1.2.10.2 Track over Ballasted-deck Bridges

Repair of track over ballasted-deck bridges will be measured and paid for at the contract unit price for the applicable repair item. Removal of track over ballasted-deck bridges which are to be repaired is considered incidental to the bridge repair. Reconstruction of track over open deck bridges will be measured per track foot and paid for at the contract unit price for TRACK CONSTRUCTION AND OUT-OF-FACE RELAY.

1.2.11 Track Spikes

Measurement will be by the unit keg for each keg of spikes acceptably furnished. Payment will be at the contract unit price per keg under "Furnished Track Spikes". Payment will not be made for installation incidental to tie replacement or rail relay.

1.2.12 Track Bolt Assemblies

Track bolt assemblies shall include bolt, spring washer (nutlock and nut). Measurement will be for each bolt furnished. Size shall match existing. Payment will be at the contract unit price per each "Furnished Track Bolt Assembly". Payment will not be made for installation incidental to rail joint repair or rail relay.

1.2.13 Tie Plates

Measurement will be for each tie plate acceptably furnished. Size to match existing. Payment will be at the contract unit price per each under "Furnish Tie Plates". Payment will not be made for installation incidental to tie replacement or rail relay.

1.2.14 Rail Anchors

Measurement will be for each anchor acceptably furnished and installed. Payment will be at the contract unit price for "Furnish and Install Rail Anchors".

1.2.15 Insulated Joints

Insulated joints will be measured for each insulated joint acceptably furnished and installed and will be paid for at the contract unit price for "Furnished and Installed Insulated Joints".

1.2.16 New Bumpers

New bumpers will be measured for each bumper acceptably furnished and installed. Payment for furnishing and installing new bumpers will be at the contract unit price per each under "Furnish and Install New Bumpers".

1.2.17 New Wheelstops

New wheelstops will be measured by the unit pair for each pair of wheelstops acceptably furnished and installed. Payment for furnishing and installing new wheelstops will be at the contract unit price for each pair for "Furnish and Install New Wheelstops".

1.2.18 Salvaged Bumpers and Wheelstops

Salvage of existing track bumpers and wheelstops will be measured and paid for each bumper or pair of wheel stops salvaged.

1.2.19 Install Bumpers

Installation of salvaged bumpers will be measured for each bumper under "Install Track Bumper".

1.2.20 Install Wheelstops

Installation of salvaged wheelstops will be measured for each pair of wheelstops acceptably installed and will be paid for at the contract unit price for "Install Wheelstops".

1.2.21 Cushion Head for Bumper

Payment for furnishing and installing cushion head will be at the contract unit price per each new cushion bumper head.

1.2.22 Fastenings

Payment for fastenings used in the installation or reinstallation of bumping post, wheelstops, or cushion head for bumpers are considered incidental and included in the installation pay item for each.

1.2.23 Inner Guard Rail

Inner guard rail will be measured by the linear foot of rail acceptably furnished and installed and will be paid for at the contract unit price for furnished and installed "Inner Guard Rail". Each rail of dual guard rail installations will be measured separately. The other track materials (OTM, i.e., joint bars, bolt assemblies, tie plates and spikes) will be included

with the guard rail.

1.2.24 Adjusted gage Rods

Readjusting existing gage rods, as designated by the Contracting Officer, will be measured for each and be paid for at the contract unit price per each under "Adjust gage Rods".

1.2.25 New gage Rods

New gage rods will be measured for each gage rod acceptably furnished and installed and will be paid for at the contract unit price for "Furnish and Install gage Rods".

1.2.26 Salvaged gage Rods

Removal and salvage of existing gage rods will be measured and paid for at the contract unit price for each under "Salvage gage Rod".

1.2.27 Installed Salvaged gage Rods

Installation of salvaged gage rods will be measured for each gauge rod acceptably installed and will be paid for at the contract unit price for each under "Install Salvaged gage Rods".

1.2.28 New Derails

New derails will be measured and paid for at the contract unit price per each new derail acceptably furnished and installed under the bid item "Furnish and Install New Derail".

1.2.29 Installed Derails

Installation of salvaged derails will be measured for each derail acceptably installed and will be paid for at the contract unit price for each under "Install Derail".

1.2.30 Rail Welding

1.2.30.1 Rail Welding Thermite

Thermite rail welding to eliminate joints will be measured for payment based upon the number of rails welded and accepted by the Contracting Officer. Payment will be made for costs associated with rail welding of Government furnished and Contractor furnished rails. No payment will be made for replacement welds found unacceptable by ultrasonic testing.

1.2.30.2 Rail Welding Electric Arc

Electric Arc rail welding of rebuilt rail ends and engine burns will be measured for payment based upon the number of rails welded and accepted by the Contracting Officer. Payment will be made for costs associated with rail welding of Government furnished and Contractor furnished rails. No payment will be made for replacement rails or replacement welds found unacceptable by ultrasonic testing.

1.2.31 Rail Joint Gap Adjustment

Measurement will be by the unit for each rail gap acceptably adjusted by

replacing rail. Rail gaps which are created by rail adjusting (pulling or bumping) operations will not be measured for payment. Payment will be at the contract unit price per each under "Spot Rail Replacement".

1.2.32 Rail Joint Repair

Measurement will be by the unit for each joint acceptably repaired (disassembly, cleaning, inspection, repairing any rail end mismatch, and reassembly with new bolt assemblies). Joints which are repaired coincident with adjacent other repair work, such as spot rail replacement, will not be measured for payment. Payment will be at the contract unit price per each under "Rail Joint Repair".

1.2.33 Respiking

Measurement will be by the unit for each 200-pound keg utilized in track respiking. Respiking of joints located in a rail which is being shifted as part of a regaging operation will not be measured for payment. Spiking of ties installed under this contract will not be measured for payment. Respiking of ties in areas of "Rail Joint Repair" will not be measured for payment. Payment will be made at the contract unit price per tie under "Respiking".

1.2.34 Rail Cropping

Measurement will be by the unit for each rail end acceptably cropped and redrilled. Payment will be at the contract unit price for "Rail Cropping".

1.2.35 Tighten Bolts

Measurement will be made by the track mile of bolts tightened, or removing and installing bolts that cannot be tightened, or replacing bolts that are missing. Payment will be made at the contract unit price for mile or portion thereof under "Tighten Bolts".

1.2.36 Bolt Assembly Replacement

Measurement will be by the unit for each bolt assembly acceptably replaced. Payment will be at the contract unit price for "Bolt Assembly Replacement".

1.2.37 Track Construction

Track construction is defined as the initial construction of track or total reconstruction of track from the subgrade up. The pay item "Track Construction" includes all plant, equipment, and labor necessary to install rail, ties, and track materials and construct the track in accordance with this specification. Track materials shall be furnished under their respective pay items in the contract Unit Price Schedule. Track construction will be measured and paid for by the track feet for construction acceptably performed at the contract unit price for "Track Construction".

- a. Reconstruction of track through grade crossings and between points 20 feet beyond the outside limits of the crossing surface as shown will be considered to be track construction.
- b. Track relocation or realignment of existing track by more than 3 feet when associated with the relocation of turnouts or other work will be measured and paid for as "Track Construction".

- c. Minor shifting of existing track associated with the replacement of turnouts, or any shifting less than 3 feet is considered to be minor work incidental to related lining and surfacing work.
- d. Where track construction abuts a turnout, the pay limit for construction of various items will be the center of the No. "0" tie in front of the turnout and the last long switch tie at the rear of the turnout and shall not include turnout.
- e. Rail, ties, and other track materials for use in track construction will be included for measurement and payment under the respective contract unit prices for furnishing that material. Ballast and subballast will be measured and paid for at the contract unit prices for "Furnish and Install Ballast" and "Furnish, Place, and Compact Subballast". Costs for surfacing and alignment will be included in the contract unit price for "Track Construction".

1.2.38 Track Removal and Salvage

Removal of track will be measured by the track-foot, acceptably removed, and materials salvaged, inspected, inventoried, marked, stacked, and transported to designated storage sites. Track removal and salvage will be paid at the contract unit price per track foot under "Track Removal and Salvage".

1.2.39 Track Removal and Scrap

Track removal and scrap will be measured by the track foot of track acceptably removed and all of the scrap materials removed from the installation. Track removal and scrap will be paid for at the contract unit price per track foot of "Track Removed and Scraped".

1.2.40 Turnout Removal and Salvage

Turnout removal and salvage consist of removing all turnout materials, including switch ties. Limits of the turnout removal and salvage will be from the switch point to the last long switch tie. Also, included is the transportation of the materials to the designated storage site. The removal and salvage will be measured for each turnout removed and turnout material salvaged.

1.2.41 Straight Rail Turnout

Straight rail turnout consists of installing crossties in place of switch ties and replacing the previously removed switch and frog with rail and other track materials. The straight rail turnout will be measured for each turnout removed.

1.2.42 Rail Bonds

Rail bonds will be measured for each bond acceptably furnished and installed and will be paid for at the contract unit price for each of the following:

- a. "Furnish and Install Railhead Bonds"
- b. "Furnish and Install Duplex Web Bonds"

1.2.43 Rail Grounds

Rail grounds, including grounding rods, connecting cables, and hardware will be measured by the unit for each rail ground assembly acceptably furnished and installed and will be paid for at the contract unit price for each "Ground Assembly" furnished and installed.

1.2.44 Removal of Existing Crossing Surfaces

Removal and disposal of existing crossing surfaces and adjacent pavements will be measured by the square yard of surface or pavement acceptably removed and will be paid for at the contract unit price for "Pavement Removal". Removal of aggregate crossings will not be measured for payment as this work is considered incidental to "Track Construction".

1.2.45 Salvage of Grade Crossing Panel

Salvage of existing grade crossing panels and other materials will be measured by the track foot of crossing surface acceptably salvaged and will be paid for at the contract unit price per track foot under "Grade Crossing Panel Salvage".

1.2.46 Track Removal and Track Construction Through Crossings

Track removal through crossings will be measured by the track foot and paid for as "Track Removal". Track construction using existing rail through crossings will be measured and paid for at the contract unit prices as specified in the appropriate sections of this specification. Track construction furnishing rail and other track material will be measured and paid for at the unit prices as specified in the appropriate sections of this specification.

1.2.47 Grade Crossing Surface Installation

Grade crossing surface installation will be measured by the track foot of crossing surface acceptably installed and paid for at the contract unit prices for the items listed below:

TYPE	DESCRIPTION
1	GRAVEL: (SEMI-PERMANENT)
1A	GRAVEL: WITH TIMBER HEADERS
2	TIMBER: FULL DEPTH
2A	TIMBER: FULL DEPTH, PREFABRICATED TIMBER SECTIONAL
3	ASPHALT: FULL-DEPTH WITH TIMBER HEADERS
4	CONCRETE: CAST-IN-PLACE
4A	CONCRETE: PRECAST CROSSING PANELS/SYSTEMS
5	RUBBER (ELASTOMERIC)

1.2.48 Subdrains

Subdrains acceptably installed will be measured and paid for by the linear foot at the contract unit price for "Grade Crossing Subdrains".

1.2.49 Conduit

PVC cable conduit of 4-inch diameter acceptably installed will be measured and paid for by the linear foot at the contract unit price for "Grade Crossing Conduit".

1.2.50 Cleaning Flangeways

Cleaning the gage side flangeways in grade crossings shall be considered incidental work.

1.2.51 Ultrasonic Testing of Rail

Ultrasonic testing will be measured by the track feet and will be paid for as "Ultrasonic Testing".

1.2.52 Electric Arc Welding

Electric arc welding will be measured and paid for by the item, rebuilt in the track or in the shop and installed in the track. Items to be included are as follows:

- a. "Switch point", each.
- b. "Frog", each.
- c. "Batter rail end", each.
- d. "Guard rail", each.
- e. "Engine burn", each.
- f. "Railroad crossing", each.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for Contractor Quality Control approval. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Bridge Repair; G, AO

Shop drawings necessary for the construction and erection of the railroad bridge work. Shop drawings shall be made from measurements taken at the site wherever possible or from established measurements, when actual measurements are not available. The Contractor shall be responsible for the accuracy of the established measurements, the information furnished to the subcontractors for the preparation of their Shop Drawings, and the checking of all Shop Drawings. Drawings shall bear the stamp of a Professional Engineer.

As-Built Drawings; G, AO

One set of reproducible originals of the final as-built drawings for each automatic crossing protection installation prior to final acceptance by the Contracting Officer.

SD-03 Product Data

Wood Ties

Name of the tie manufacturer, Rail Tie Association membership, the wood species proposed, the quantities of ties for each specie proposed, and product data for the ties to be furnished, including the type of seasoning to be utilized, prior to ordering the ties.

Rails

Manufacturer's data on new rail including: rail weight, rail section, drilling, rail length, date rolled, and the name of the mill where the rail was rolled. Include chemical analysis for Industrial Grade Rail. For relay rail the required information shall include weight, section, lengths, and the name of the supplier. The maximum allowable vertical wear on the rail head and the maximum allowable horizontal wear on the side of the rail shall be provided. The design of the joint bars and compromise joint bars proposed to be furnished with each rail section shall also be provided.

Miscellaneous Track Materials

Manufacturer's data for all track materials to be furnished.

Crossing Material or Surface

Within 30 days of the Notice to Proceed, the brand name of the premanufactured crossing material or crossing surface material proposed for use along with manufacturer's literature concerning the product; and for built-in-place crossings, the type of materials to be used along with manufacturer's literature.

Detailed installation procedure for the premanufactured crossing material or crossing surface material proposed for use within 30 days of the notice to proceed.

Acceptable Replacement Materials; G, AO

Performance data for components or products proposed as an equivalent to those specified. The Contracting Officer's written approval is required for any such equivalent type component or product proposed to be used.

Traffic Maintenance and Detour Plans; G, AO

Traffic maintenance and detour plans for approval.

Thermite Welding Procedures; G, AO

A detailed statement covering the step-by-step procedures to be employed in making the welds, including a complete description of each of the following items, as applicable, and any other essential characteristics included in the welding procedures:

- a. The manufacturer's trade name for the welding process.
- b. The method used for cutting and cleaning the rail ends. Flame cutting of rail ends will not be allowed.
- c. The minimum and maximum spacing between rail ends.
- d. The method used for maintaining the rails in alignment during welding.
- e. The method used for preheating, including time and

temperature.

f. The tapping procedure, including the minimum time required to cool the weld under the mold insulation.

g. The method used, including a description of special tools and equipment, for removing the upset metal and finishing the weld to the final contour.

h. Quality control procedures to be followed.

i. The contractual agreements with any subcontractor employed by the Contractor in doing the work.

Electric Arc Welding

A detailed specification covering the step-by-step procedures to be employed in making the electric arc welds. A complete description of each of the following items as applicable and any other essential characteristics shall be included in the procedure specifications.

a. Type, size, and capacity of electric welding machine (250 amp minimum), grinder and other equipment. Also, type and size of material (welding rod or wire).

b. The method to be used to remove defective and excess metal prior to welding (arcair or grinding).

c. The method to be used to prevent warping.

d. The method used for preheating, including time and temperature.

e. The method of applying metal buildup and slag removal.

f. The method of securing original contour of items welded.

g. Quality control procedures to be followed.

h. Welding materials (rod or wire), name and manufacturer of materials (low carbon steel) for welding rail, rail frogs, guard rails, switch point protectors, and switch points without manganese inserts and materials (manganese alloy) for welding manganese frogs, RBM frogs, manganese switch point inserts and manganese railroad crossing inserts or castings.

Materials and Samples

A complete schedule of the materials proposed for installation within 60 days of receipt of notice to proceed, and before installation of the materials; the schedule shall include a list of equipment proposed for the work.

SD-04 Samples

Ballast

Samples of the ballast material for testing. Samples shall be

submitted a minimum of 30 days prior to the installation of the material. Samples shall be obtained from the quarry, supplier, or other source that will be used to provide the ballast materials for this project using the methods described in ASTM D 75. One representative sample of not less than 200 lbs of ballast material shall be submitted for each 10,000 ton of ballast to be installed.

SD-06 Test Reports

Sampling and Testing

One certified copy of Test Reports for each test performed on the ballast within 2 working days of the test completion.

Wood Ties

Certified test and inspection reports for crossties and switch ties subsequent to treatment, a minimum of seven calendar days prior to any ties being installed in track. Test and inspection reports shall contain the information required by Part 7 of AWP A M2.

Ultrasonic Test

Results of the ultrasonic rail testing. Results shall list defects and rail stationing.

SD-07 Certificates

Wood Ties

Certificates of compliance prior to any ties being installed in track.

Ballast

Certificates of Compliance for the ballast materials to be installed in this project.

Materials and Samples

Manufacturer's certificates of conformance for the following materials:

- a. Rail.
- b. Tie plates.
- c. Track bolts, nuts, and spring washers.
- d. Joint bars.
- e. Rail anchors.
- f. Track spikes.
- g. Turnouts.
- h. Rail welding process.
- i. Premanufactured car bumpers.
- j. Premanufactured road crossings and/or crossing surfaces.

SD-10 OPERATION AND MAINTENANCE DATA

Rail

Turnouts and Track Crossings

Switches

Grade Crossings

1.4 DELIVERY, STORAGE, AND HANDLING

1.4.1 Materials and Samples

The Contracting Officer will notify the Contractor of the materials approved or disapproved. Disapproved materials that have already been delivered to the project site, shall be promptly segregated from the approved materials and removed from the premises. If materials are disapproved, acceptable replacement materials shall be provided at no additional cost to the Government. Initial approval by the Contracting Officer will not prevent the removal and replacement of materials that are materially defective or materials not meeting this specification that are discovered during construction and/or routine quality control/quality assurance operations.

1.5 QUALIFICATIONS

1.5.1 Track Construction

Track construction shall be performed under the direction of qualified and competent supervisory personnel experienced in railroad construction.

1.5.2 Welding

Welding shall be performed under the direct supervision of an experienced welding supervisor or foreman.

1.6 PROJECT/SITE CONDITIONS

1.6.1 Temporary Work

During construction, suitable roads and crossings with all necessary lights, signs, drainage, and other appurtenances required for safe public and local travel shall be provided. Suitable temporary fences shall be erected and maintained where required to prevent trespass upon work or damage to adjoining property. Drainage shall be maintained, and the accumulation of water that might affect the stability of the roadbed will not be permitted.

1.6.2 Traffic Control

Traffic control devices shall comply with FHWA SA-89-006. Suitable warning signs shall be placed near the beginning of the work site and well ahead of the work site for alerting approaching traffic from both directions. Small markers shall be placed along newly painted lines or freshly placed raised markers to control traffic and prevent damage to newly painted surfaces or displacement of raised pavement markers. Painting equipment shall be marked with large warning signs indicating slow-moving painting equipment in operation.

1.6.3 Welding

Welding shall not be performed in rain, snow, or other inclement weather without adequately protecting the weld from the elements.

PART 2 PRODUCTS

2.1 BALLAST

Prepared ballast shall be crushed stone, crushed air-cooled blast-furnace slag, or crushed steel furnace slag Size No. 4 or 5 conforming to Chapter 1, Part 2, of AREMA Manual for quality, soundness and gradation. In the portion retained on each sieve specified, the crushed gravel shall contain at least 90 percent by weight of crushed pieces having two or more freshly fractured faces with the area of each face being at least equal to 75 percent of the smallest midsectional area of the plane. When two fractures are contiguous, the angle between planes of the fractures shall be at least 30 degrees in order to count as two fractured faces. Flat and elongated particle dimension ratio used in ASTM D 4791 shall be 1:3. Ballast materials shall meet the property requirements shown in TABLE I.

TABLE I. MINIMUM PROPERTY REQUIREMENTS - BALLAST

Property	Maximum Value	Minimum Value	Test Method
Percent passing No. 200 Sieve	1.0 percent	--	ASTM C 136 ASTM C 117
Bulk specific gravity			
Rock	--	2.60	ASTM C 127
Blast furnace slag	--	2.30	
Absorption			
Rock	2.0 percent	--	ASTM C 127
Blast furnace slag	5.0 percent	--	
Clay lumps and friable particles	0.5 percent	--	ASTM C 142
Degradation Soundness	35 percent	--	ASTM C 535
Sodium sulfate - 5 cycles	10 percent	--	ASTM C 88
Flat or elongated particles	5 percent	--	ASTM D 4791

2.2 OMITTED

2.3 OMITTED

2.4 JOINT BARS

Joint bars shall be of the size, shape, and punching pattern to fit the rail being joined.

2.4.1 New Joint Bars

New joint bars shall be used with new rail, and shall be of the "toeless" and "head free design" to match rail section. New joint bars shall conform to the requirements of "Specifications For High-Carbon Steel Joint Bars" or "Specifications For Quenched Carbon-Steel Joint Bars and Forged Compromise Joint Bars" found in Chapter 4, Part 2 of AREMA Manual for the joint bar

and assemblies recommended in Chapter 4, Part 1 of AREMA Manual.

2.4.2 Used Joint Bars

Used joint bars in good condition shall be used with relay rail only. The type of joint bar shall be "toeless" type. The used "long toe" type of joint bar shall not be employed where, because of the tie plate punching pattern, the spike slots are used to spike the rail to alignment at the joints. Used joint bars shall be straight, free from cracks, breaks, and other visual defects. Excessive rust, dirt, and other foreign materials on the joint bars are not permitted. Used joint bars shall be of the proper size to make good contact with the underside of the rail head and the top of the rail base on the rails being joined. Joint bars shall have alternating round and oval bolt holes. Bolt holes shall not show excessive wear that would prevent use of the oval neck track bolt normally used with that joint bar. Joint bars that have been flame-gouged, flame cut, or otherwise altered shall be considered scrap and shall not be used.

2.4.3 Compromise Joint Bars

Compromise joint bars shall be of the size, shape, and punching pattern to fit the rail sizes and sections being joined. Only factory designed and constructed (forged or cast) compromise joint bars shall be used to join rails of different sizes.

2.4.3.1 New Compromise Joint Bars

Compromise joint bars shall conform to the requirements of "Specifications For Quenched Carbon-Steel Joint Bars and Forged Compromise Joint Bars" found in Chapter 4, Part 2 of AREMA Manual.

2.4.3.2 Used Compromise Joint Bars

Requirements for joint bars in paragraph Used Joint Bars shall also apply to used compromise joint bars.

2.5 GREASE

Grease for lubricating moving parts in turnouts and other trackwork shall have the following typical characteristics:

Calcium Soap, percent	9.0
Solid Additive (Graphite), percent	11.5
Penetration, ASTM D 217 at 77 degrees F worked	340
Dropping Point ASTM D 566 at 77 degrees F	101/214
Oil Viscosity, cSt at 104 degrees F	81.8
ASTM D 445 SUS at 100 degrees F	379

Other types of grease or lubricating oil may be used provided that the grease or oil has been used successfully by local commercial railroads and has the approval of the Contracting Officer.

2.6 OIL FOR CORROSION PROTECTION

Oil for protecting rail and other track materials from corrosion, except joints, shall conform to the following general specification:

Asphalt, 100 penetration minimum 45 percent	ASTM D 402
Flash point, minimum 130 degrees F	ASTM D 1310
Viscosity, kinematic, 140 degrees F 480 to 700 centistokes	ASTM D 2171

2.7 RAIL

2.7.1 New Jointed Rail

2.7.1.1 General Requirements

New jointed rail shall comply with the following:

- a. Rail Lengths: New rail shall be of the same section as the existing adjacent rail and shall conform to the specifications in Chapter 4, Parts 1 and 2 of AREMA Manual that were in effect at the time of its manufacture. New rail shall be provided in 39-foot lengths.
- b. Rail Drilling: New rail shall be provided with the rail ends drilled. Drilling shall be uniform and match the patterns in the adjacent connecting rail.

2.7.1.2 New Industrial Grade Rail

All steel shall be produced in an electric furnace and be continuous cast, free of hydrogen. All injurious hot marks, or surface imperfections shall be culled out and eliminated. Rail shall control cooled to AREMA specifications. Rail shall be rolled in accordance with the general physical dimensional requirements of AREMA design but shall meet the Section tolerances and Chemical Composition listed below.

SECTION TOLERANCES

Height	+0.060 to -0.025 inch
Head Width	+0.045 to -0.045 inch
Base Width	+0.060 to -0.060 inch
Web Width	+0.060 to -0.025 inch

GENERAL COMPOSITION

ELEMENT	CHEMICAL ANALYSIS %	PRODUCT ANALYSIS %	
		UNDER MINIMUM	OVER MAXIMUM
Carbon	0.65 to 0.85	0.64	0.04
Manganese	0.70 to 1.30	0.06	0.06
Phosphorus Max.	0.040		0.008
Sulfur Maximum	0.050		0.008
Silicon	0.10 to 0.50		0.50

Rail shall be ultrasonically tested to the following calibration guidelines:

CALIBRATION GUIDELINES

Head	0.10 inch Flat bottom Hole
Web	0.13 inch Flat Bottom Hole

CALIBRATION GUIDELINES

Base .013 x 0.50 inch Slot

Rail shall be straightened for line in a press or roller straightener. End straightness shall meet the following guidelines:

Droop	0.040 inch Maximum
Dip	0.040 inch Maximum
Hook	0.040 inch Maximum

2.7.2 Used Jointed Rail

2.7.2.1 Relief Rail

Used rail for spot rail replacement of defective rails (relief rail) shall be the same weight, section, drilling, and length as the rail being replaced. Relief rail shall meet the requirements specified for relay rail.

2.7.2.2 Relay Rail

Relay rail shall be control cooled. Used rail for out of face replacement and new construction shall be of the same weight, section, drilling and length as the rail being replaced.

a. Rail Drilling: Relay rail shall be provided with the rail ends drilled. Drilling shall be uniform and to the patterns specified.

b. Length: Relay rail shall be standard 39-foot lengths. Not more than 10 percent of the lot may be shorts. No rail shorter than 27 feet will be accepted.

c. Maximum Allowable Wear: For each rail, the average top wear shall meet the requirements on Table IV, except rail in turnouts which shall conform to paragraph Maximum Wear Used Rails Installed in Turnouts. Side wear shall be measured 5/8 inch below the original top of rail.

d. Condition and Appearance: Relay rail shall be free from obvious defects and clean in appearance. Rail that has severe pitting and corrosion or has been flame-gouged, or spike nipped will not be accepted. Rail shall be straight from line and surface and free from any kinks or bends. Rail bases shall be solid and free from visual defects such as plate wear, spike notching, pitting, and flame-gouging.

All existing bond wires shall be removed from relay rail by shear cutting old cables immediately adjacent to the weld or pin. Bond wire heads shall be completely removed from the gage side.

(1) Maximum Allowable Lip: Lip or overflow shall not exceed 1/8 inch on either side of the rail head.

(2) Engine Burns: Engine burns shall not be greater than 1/2 inch diameter and 1/32 inch deep. A maximum of six engine burns is allowed per rail and engine burns shall not affect more than 25 percent of the total order.

(3) End Batter and Chipping: Rail end batter shall not exceed a maximum of 1/8 inch when measured 1/2 inch from the rail end with a 18-inch straightedge laid only on the rail being measured. Chipped or broken rail ends will not be accepted.

(4) Running Surface Damage: Running surface damage shall not exceed 1/4 inch long by 1/2 inch wide, and shall be not greater than 1/32 inch deep. Flat spots are not permitted on the rail head.

(5) Defects Not Permitted: Relay rail having any of the following defects shall not be accepted: bolt hole cracks or breaks, broken base, breaks, crushed head, detail fracture, engine burn fracture, head-web separation, piped rail, horizontal split head, vertical split head, torch cut rail ends, torch cut bolt holes, and compound or transverse fissures. The presence of any of these defects in the rail render that rail as scrap.

TABLE IV. ALLOWABLE WEAR LIMITS FOR RELAY RAIL

<u>Nominal Rail</u> <u>Weight, lbs/yds</u>	<u>Maximum Allowable Wear, in.</u>	
	<u>Top</u>	<u>Side</u>
Less than 115	1/8	1/4
115 or Greater	1/4	3/8

2.8 TIE PLATES

2.8.1 General

Tie plates shall be of the dimensions and punching pattern (A or B) to fit the rail. New tie plates conforming to Chapter 5, Part 1 of AREMA Manual shall be used with new rail. Used tie plates in good condition may be used with relay rail and shall be the dimensions as originally specified by AREMA Manual. The used tie plates shall not be smaller than 7-1/2 by 10 inches for use with relay rail having nominal weights less than 100 lbs/yd, or not smaller than 7-1/2 by 11 inches double-shoulder for use with relay rail having nominal weights of 100 lbs/yd and greater. Both flat and canted plates will be required to match the existing tie plates that are in track. Canted tie plates shall be used in all new rail and relay out-of-face rail replacements.

2.8.2 Used Tie Plates

Used tie plates shall be free from excessive rust, pitting, mechanical damage, and dirt and other foreign materials. Cracked or broken plates shall be considered as scrap and shall not be used. Shoulders on the tie plates shall project a minimum of 1/4 inch above the plane of the rail seat. The thickness of the tie plate shall be at least 1/2 inch when measured anywhere in the rail seat area. Spike holes shall be square and not corroded, worn, or mechanically enlarged.

2.9 WOOD TIES

All ties shall be new. Species shall be Red and White Oak. Switch ties shall be Ash or Oak. Conditioning and seasoning shall conform to the requirements of AWPA C6 for the individual wood species. Ties shall be well seasoned. Prior to preservative treatment, wood ties shall be dried to the oven dry moisture content, or less, as specified in paragraph 3.14 of AWPA C6. The wood may be air dried, vapor dried, or boultonized. Ties which are to be dried by artificial means shall be conditioned and treated as soon as possible after sawing, but no more than 30 days later. The

temperature used for boultonizing shall be as high as possible but in no case less than 200 degrees F. Vapor dried ties shall be transferred from drying cylinders to treatment cylinders as quickly as possible to avoid loss of heat from the seasoned ties. Ties shall be pressure treated in accordance with Chapter 30, Part 3 of AREMA Manual by the empty cell process with a 60/40 creosote/coal tar solution (Grade C) in accordance with AWP A P2 to a minimum retention of 8 lbs/cu ft of wood. Bridge ties shall be treated in accordance with paragraph Bridge Ties. The Contractor shall record treatment as specified in AWP A M2. Treated ties shall be permanently marked or branded by the producer in accordance with AWP A M6. Ties shall be produced by a member of the Railway Tie Association. All ties, except Southern, Red, and Ponderosa Pine, shall be incised on all four sides in the pattern specified in AREMA Manual, Chapter 30, Part 3, prior to treatment. Splits shall not be longer than 4 inches and not wider than 1/4 inch at either end. Splits longer than 4 inches but not longer than the width of the face in which the split appears, will be acceptable if specified anti-splitting devices are installed with the splits compressed. Any required adzing and drilling for spikes shall be performed prior to treatment. The Contractor shall notify the Contracting Officer at least 15 days prior to the shipment of any treated ties or timbers from the manufacturer's plant, to provide the Government the opportunity to inspect the materials before shipment. When inspections of onsite materials result in product rejection, the Contractor shall promptly segregate and remove rejected material from the premises. The Government may also charge the Contractor any additional cost of inspection or test when prior rejection makes reinspection or retesting necessary.

2.9.1 Crossties

Wood crossties shall conform to Chapter 30, Part 3 of AREMA Manual.

- a. Wood crossties except at road crossings: Wood ties shall be sawed and shall be not less than 7 inches thick and 9 inches wide. The length shall be the same as the existing ties in the track section.
- b. Wood crossties at road crossings: Wood ties shall be sawed and shall not be less than 7 inches thick and 9 inches wide. The length shall be the same as the existing ties in the track section unless otherwise approved by the Contracting Officer.

2.9.2 Switch Ties

Switch ties shall conform to Chapter 30, Part 3 of AREMA Manual and shall be sawed 7 inches thick and 9 inches wide. The length and quantities shall be the same as the existing ties in the track section.

2.9.3 Bridge Ties

The method for treatment of bridge ties shall be in accordance with AWP A C2.

The treatment standards shall be based on the type of deck on the bridge. Any drilling of bolt holes shall be performed prior to treatment. The ties shall be sawed to dimensions and furnished in the quantities indicated on the contract drawings. The Contractor shall field verify all dimensions and quantities prior to furnishing timber bridge ties.

2.9.3.1 Ballasted-Deck Bridge Ties

Ties for use in track over ballasted deck bridges shall be standard crossties.

2.9.3.2 Open-Deck Bridge Ties

Bridge ties for open-deck bridges shall be sized on two sides and of adequate size to distribute the track load to all stress-carrying stringers. Preservative treatment shall be in accordance with AWPA C2 for above-ground exposure.

2.9.4 Tie Plugs

Tie plugs shall fit holes from which spikes are drawn. The plugs shall comply and be treated in accordance with Chapter 30, Part 3 Section 3.1.5 of AREMA Manual.

2.9.5 Anti-splitting Devices

Crossties and switch ties shall be equipped on each end with gang nail end plates anti-splitting devices of the type specified, regardless of whether or not the wood has shown any tendency to split. Products used shall conform to Chapter 30, Part 3 Sections 3.1.6 and 3.1.7 of AREMA Manual.

2.10 BRIDGE TIMBERS

Bridge timbers include all structural members such as stringers, caps, and posts. Timbers shall be incised on two sides. Creosote preservative treatment shall be in accordance with AWPA C2 for above ground exposure and shall have fire-retardant coating for creosoted wood in accordance with AREMA Manual, Chapter 7 Section 1.11.

2.11 BRIDGE LUMBER

Lumber used in decks and bracing above the waterline shall be treated for above ground exposure. Lumber used in retaining walls, fender systems, and bracing below the high waterline shall be treated for soil contact exposure. Preservative treatment shall be in accordance with AWPA C2 and AREMA Manual, Chapter 73.

2.12 BRIDGE PILES

Preservative treatment of piles shall conform to AWPA C3 and AREMA Manual, Chapter 7, Part 1, Section 1.9 for piles. Piles used as friction or end-bearing piles shall be a First-Class pile in accordance with AREMA Manual, Chapter 7, Part 1, Section 1.9.4. Second-class piles can be used in retaining walls, dolphins, and fender systems supports.

2.13 OMITTED

2.14 OMITTED

2.15 OMITTED

2.16 TURNOUTS AND TRACK CROSSINGS

The component parts of the turnouts to be furnished shall be the products of manufacturers regularly engaged in the manufacture of such products, and shall essentially duplicate items that have been in satisfactory use at least 2 years prior to bid opening. The parts need not all be made by the same manufacturer, but each turnout shall be the product of a single firm. Switch assemblies, stands, frogs, and guardrails assemblies shall conform to the requirements of AREMA Track Plans.

2.16.1 Rail and Joint Bars

Rail, joint bars, and miscellaneous track materials used in turnout and track crossing construction shall be furnished and installed as part of the complete turnout or crossing. Rail and miscellaneous track materials used in turnout and track crossing construction shall be the same weight and section as the existing turnout section track.

2.16.2 Maximum Wear Used Rails Installed in Turnouts

The average top (vertical) wear shall be 1/8 inch or less. Gage side head wear shall not exceed 1/8 inch.

2.16.3 Frogs, Switches, Guardrails and Appurtenances

Frogs, switches, guardrails and appurtenances shall be materials suitable for use in heavy tonnage main track. Used turnout materials shall have been fully reconditioned and shall be within plus or minus 1/8 inch of the original specification for that turnout design. Materials used in the turnout shall be of the same weight and section. Materials shall be in good condition and free from excessive rust, dirt, and other foreign materials.

2.16.3.1 Switches

Switches for new turnout construction or complete turnout replacement shall be 16 feet and 6-inch reinforced straight split switches with graduated risers generally conforming to AREMA Track Plans, Plan Number 112. Switch materials used to replace defective materials shall be approved by the Contracting Officer prior to installation..

- a. Switch points shall be new. Switch point detail shall be AREMA Track Plans, Plan No. 221, Detail 4000 or 6100.
- b. Switch rods and connecting rods shall be new.
- c. Gage plates, switch plates, slide plates, and heel plates shall either be new or used and in good condition and not worn or corroded. Rail braces shall be either rigid or adjustable. For a given turnout all rail braces shall be of the same design.
- d. Heel blocks shall be either cast or forged steel and be either new or used and in good condition. New heel block bolt assemblies shall be provided and shall be heat treated. The heel joint bars shall be either new or used in good condition and manufactured for the purpose.

2.16.3.2 Frogs

Frogs shall be of the same type and size as the existing unit to be replaced or type and size as approved by the Contracting Officer.

- a. Frogs shall be new or remanufactured. Cracked or broken used frog castings shall not be used. Cracked or broken frog castings that have been repaired by welding are not acceptable and shall not be used. Remanufactured frogs shall meet the following wear requirements:

- (1) Frog points shall be in good condition and not be worn, chipped, or broken.

(2) Maximum allowable wear on used or reconditioned frogs shall be:

Frog Point:	1/8 in
Top Surface:	1/8 in
Raised Guarding Face (Self-Guarded)	1/8 in
All Wear Surfaces	1/8 in

(3) Minimum flangeway depth for used frogs shall be 1-3/4 inches.
Minimum flangeway width shall be 1-7/8 inches.

b. Frog bolts, nuts, lock washers, and headlocks shall all be new.

2.16.3.3 New or Replacement Guard Rails

New or replacement guard rails shall be a minimum of 15 feet in length and shall be new or used in good condition. Guard rails shall be of any of the following designs: Tee rail per AREMA Track Plans, Plan No. 504, solid manganese steel per AREMA Track Plans, Plan No. 510, or an acceptable hook flange design. For used guard rails the guard face shall be smooth and not worn more than 1/8 inch from its new condition. Guard rails bolted to the running rails shall be equipped with fillers. When fillers are installed or repaired new bolt assemblies shall be used. All bolts, nuts, and associated hardware shall be new. Clamped guard rails shall be equipped with block wedges, filler wedges, and cotter keys. Guard rail plates shall be new or acceptable replacements. Single-shoulder tie plates used with guard rails shall be installed with the shoulder on the inside flush against the base of the guard rail.

2.16.3.4 Hook Plates

Hook plates shall be new or acceptable used material and shall be of the designs and lengths indicated on AREMA Track Plans, Plan Nos. 112 and 241.

2.16.3.5 Switch Stands

- a. New or replacement switch stands shall conform to AREMA Track Plans, Plan 251-64 and shall be new or fully reconditioned, low-stand type. Switch stand shall be automatic-action (rigid) with adjustable connecting rods.
- b. Existing switch stands, staffs and targets, where not designated for replacement, shall be reconditioned by cleaning to bare metal and then painted with one coat of metal primer. The switch stand staff shall be painted with two coats of black enamel paint. Switch targets shall be similarly prepared and painted with two coats of red or white enamel paint to indicate switch position in accordance with normal railroad practice.
- c. Each stand shall be equipped with the same type of lamps as the original installation.

2.16.4 Omitted

2.16.5 Rail Braces

Rail braces shall be either the fixed or adjustable type and shall be of standard manufacture.

2.17 GRADE CROSSINGS

2.17.1 Omitted

2.17.2 Rail

Rail within the road crossing and for at least 20 feet on either side of the crossing shall be 115RE as specified in paragraph Rail and Joint Bars.

2.17.3 Ties

Ties within the road crossing and for at least 20 feet on either side of the crossing shall be hardwood and shall be as specified in paragraphs Crossties and Switch Ties.

2.17.4 Track Materials

For premanufactured crossing surfaces or systems, tie plates, spikes or other rail fasteners, rail anchors, and other track materials shall conform to the manufacturer's recommendations. Unless specified by the crossing manufacturer, track materials shall be as specified in paragraph MISCELLANEOUS TRACK MATERIALS.

2.18 MISCELLANEOUS TRACK MATERIALS

Miscellaneous track materials shall be as follows:

2.18.1 Spikes

2.18.1.1 Track Spikes

Track spikes shall be new and shall conform to Chapter 5, Part 2 of AREMA Manual. Track spikes size 6 by 5/8 inch shall be used with 100 lbs or heavier rail. Track spikes 5-1/2 by 9/16 inch shall be used with 90 lb and under rail.

2.18.1.2 Bridge Spikes

Minimum 3/4 inch diameter washer head screw spikes that allow a minimum of 5-inch penetration into the stringers shall be used to connect the bridge ties to the stringers on an open-deck bridge, in accordance with AREMA Manual, Chapter 7, Part 7.

2.18.2 Bolts, Nuts, and Spring Washers

New track bolts, nuts, and spring washers shall be used throughout the project for both new and relay rail. Bolts shall be used in both steel and timber bridge connections.

2.18.2.1 Bolts and Nuts

The various rail, joint bars, and rail drillings require various lengths and diameters of bolt assemblies. The Contractor shall determine the number of bolt assemblies of each size required. All bolt diameters shall be the largest possible for a given rail drilling and joint bar punching. Track bolts and nuts shall conform to Chapter 4, Part 2 of AREMA Manual. Track bolts shall be long enough to leave at least two threads exposed after the nut is tightened. Steel bridge connections shall use ASTM A 325 or ASTM A 490 bolts. Timber bridge connections shall use hot dip

galvanized steel bolts, minimum 3/4 inch diameter with lengths as required.

2.18.2.2 Spring Washers

Spring washers and nuts shall be sized to ensure that the spring washer develops its full reactive force and does not jam into the joint bar hole. Spring washers shall be of the size to fit the bolt and nut used and shall conform to Chapter 4, Part 2 of AREMA Manual, and Section M12 of AREMA Track Plans.

2.18.3 Rail Anchors

Where special tools are required to install or remove anchors, the Contractor shall furnish a minimum of one tool for each 5,000 anchors, or fraction thereof, not to exceed 5 tools per job.

2.18.3.1 New Installation

Rail anchors for new installations shall be new. Sizes shall conform to the various sizes of rail on the project and conform to "Specifications for Rail Anchors" in Chapter 5, Part 7 of AREMA Manual. Anchors may be either drive-on or spring type.

2.18.3.2 Salvaged Rail Anchors

Rail anchors salvaged from the track being removed shall become the property of the Contractor and shall be removed from the site. No used anchors shall be reinstalled.

2.18.3.3 Rail Clips and Fasteners

Provide single tight fit clips with fillers as necessary to fit rail section furnished. Clip or fastener design shall anchor rail against longitudinal movement.

2.18.4 Insulated Joints

Insulated joints shall conform to applicable portions of Chapter 4, Part 2 of AREMA Manual. Conventional continuous insulated joints with fibre insulation shall not be used.

2.18.5 Bumping Posts, Cushion Heads and Wheelstops

Bumping posts, cushion heads, and wheelstops shall be new and shall be of a standard design that has been in use by commercial railroad industry for at least 5 years. Bumping posts, cushion heads, and wheelstops shall be manufactured by a company regularly engaged in the manufacture of these products.

2.18.5.1 Bumping Posts

Bumping posts shall be of all-steel construction, shall bolt firmly onto the rail, and shall be of a type designed for general service. Bumping posts shall have tension with 6 sq inch cross-sectional area and compression members with a moment of inertia not less than 37 in⁴ of A36 steel. Bumping post shall be capable of withstanding a yield load of 550,000 pounds.

2.18.5.2 Cushion Heads

Cushion heads shall be of all steel construction, shall firmly bolt, attach, or clamp onto the bumper or end dock (platform or ramp). Cushion heads shall resist 80,000 lbs of compression.

2.18.5.3 Wheelstops

Wheelstops shall be of all-steel construction, shall firmly bolt or clamp onto the rail, and shall be of a type designed for general service.

2.18.6 Used Bumping Posts and Wheelstops

Used bumping posts and wheelstops shall not be furnished by the Contractor. Used bumping posts and wheelstops shall be salvaged from existing tracks which are removed or rebuilt under this contract or will be provided by the Government. New fastening materials shall be used to install or reinstall used bumping posts or wheelstops. The Contractor shall furnish new fastening materials conforming to the applicable sections of this specification.

2.18.7 Inner Guard Rail

Inner guard rail shall be Class IV or better used rails as indicated in Part 2, Chapter 4, "Inspection Classification of Second Hand Rail for Welding", of AREMA Manual. Rail shall be 80 lbs/yd or greater. All rails used at any one inner guard rail location shall be the same weight and section. Joint bars shall match the rail provided and shall be in good condition.

2.18.8 Gage Rods

2.18.8.1 New Gage Rods

New gage rods shall be the double-clamp style manufactured in conformance with "Specifications for Special Trackwork" of AREMA Track Plans. The double clamp style gage rods shall be threaded on both ends and shall be equipped with four malleable steel casting clamps to rigidly hold both sides of the base of both rails.

2.18.8.2 Used Gage Rods

Used gage rods shall not be furnished by the Contractor. Used gage rods will be provided by the Government or shall be salvaged from existing track. Salvaged gage rods shall be cleaned and inspected prior to reinstallation. Bent or broken gage rods shall be scrapped.

2.18.9 Derails

2.18.9.1 New Derails

New derails shall be of a standard design that has been in use by the commercial railroad industry for at least 5 years. Derails shall be of all-steel construction and shall be designed to be permanently spiked to a crosstie. Derails shall be either one-way or two-way as directed. Derails shall be either sliding type or hinged type as directed. When the type of derail requires a derail stand, connecting rod, and operating mechanism for proper operation, the derail and all necessary components shall be provided as a unit. The locations, sizes, and directions of the derails shall be as

indicated on the delivery order.

2.18.9.2 Used Derails

Used derails shall not be furnished by the Contractor. Used derails will be provided by the Government or shall be salvaged from existing tracks that are removed or rebuilt under this Contract. New track spikes and other fastening materials shall be used to install or reinstall the used derails. The Contractor shall furnish new fastening materials conforming to the applicable sections of this specification and AREMA Track Plans.

2.19 SALVAGED MATERIALS

2.19.1 Dunnage

Pallets, sills, and other material used for packaging and stacking salvaged track items shall be clean, free of decay or other defect, and sufficiently sturdy for the service intended.

2.19.2 Marking Paint

Marking paint shall be a good quality oil-based spray marking paint or a good quality oil-based paint marker.

2.19.3 Salvaging Rail

The Contractor shall salvage rail as directed; the Government will make available salvaged rail to the Contractor subject to the following:

- a. Nondefective and reclaimable rails salvaged from existing tracks may be used to execute spot rail replacement work at other locations of the project, subject to review and approval of the materials by the Contracting Officer.
- b. Reclaimable defective rails may be used to construct inner guard rails provided all defects can be cropped off. Detailed inspection shall be made of such rails to ensure that rails which contain critical defects such as transverse defects, head-web separations, vertical split heads, pipe, split webs, etc., are not incorporated in the work. Loose rails located along the right-of-way shall be inspected and used as directed.

2.19.4 Joint Bars

Nondefective joint bars salvaged from existing tracks may be used to execute spot replacement work at other locations of the project, subject to review and approval of the material by the Contracting Officer.

2.19.5 Tie Plates

Tie plates salvaged from existing tracks, which are not either broken, cracked, or severely corroded or worn, may be used to execute the work subject to review and approval of the material by the Contracting Officer.

2.20 RAIL BONDING AND GROUNDING

2.20.1 Rail Bonds

Rail bonds shall be exothermic type ("Cadweld") bonds applied to the field

side of the rail head. The bond cables shall be flexible bare copper stranded 1/0 AWG cables with preformed ends. Bond cables shall be flexible bare copper stranded cables with preformed ends and shall conform to applicable requirements of AREMA Manual Vol. 3.

2.20.2 Grounding Rods

Grounding rods shall be 3/4 inch diameter copper clad steel rods. The minimum length of ground rods shall be 8 feet.

2.20.3 Ground Connection Cables

Connections between the grounding system or ground rods and rails shall be made with a bare flexible copper stranded 2/0 AWG cable.

2.20.4 Electrical Connecting Hardware

Electrical connecting hardware shall be bronze pressure bar type materials having no rotating parts coming in direct contact with conductors.

2.21 WELDING

2.21.1 Rail Welding Kits

Kits for thermite type rail welds shall be approved by the Contracting Officer before use. Contractor shall provide welding kits for all rail sections used and no differentiation will be made between Contractor-furnished and Government-furnished rail sections for measurement and payment purposes.

2.21.2 Electrodes

Provide AWS low-hydrogen, high tensile 140-16 (extrapolation) or 25-20 electrode, Grade 310-16 and 310-15 stainless steel rod welding electrodes. Provide electrodes of the smallest practical diameter worked at the lowest compatible current. Coating on low-hydrogen type electrodes shall be thoroughly dry when the electrode is provided. Use electrodes taken from hermetically sealed packages within one hour of the time the package is opened. Electrodes not used within this one-hour period and electrodes taken from non-hermetically sealed packages shall be dried for at least one hour between 700 and 800 degrees F. Electrodes so dried may be stored at temperatures between 225 and 400 degrees F until used, or, if not stored and not used within 1 hour after this drying is completed, shall be re-dried before use. Do not use electrodes which have been wet.

PART 3 EXECUTION

3.1 REMOVAL, SALVAGE, AND DISPOSITION OF MATERIALS

Tracks and segments of track shall not be dismantled until approved to do by the Contracting Officer. The following materials shall be salvaged by the Contractor for later use by the Government. Some of these items will be used in the repair of tracks as indicated.

3.1.1 Materials To Be Salvaged

Materials to be salvaged for later use by the Government are:

- a. All materials remain the property of the Government and shall be

delivered to the site designated in the delivery order.

- b. Spikes, track bolt assemblies and rail anchors shall be scrapped.

Other materials shall become the property of the Contractor and shall be removed from the project.

3.1.2 Methods and Procedures

The Contractor may use any methods to dismantle the track, provided proper measures are taken to ensure the safety of the laborers and the general public, and no damage is caused to track components to be salvaged or other tracks and structures which are indicated to remain. Methods of removal of existing tracks shall not cause damage to adjacent sidewalks or paved roadways. Damage to these facilities caused by the Contractor shall be restored at Contractor's expense.

3.1.3 Inventory of Track Materials

The Contractor shall keep a detailed inventory of excess and salvaged track materials stockpiled for the Government. Detailed inventory shall be recorded in appropriate format and furnished to the Contracting Officer.

3.1.4 Inspection and Reconditioning of Used Track Materials

Salvaged track materials shall be cleaned and inspected for defects to determine their suitability for further use.

3.1.4.1 Cleaning By Hand or Mechanical Means

Rail, joint bars, gage rods, tie plates, rail anchors, and other materials shall be cleaned by hand or mechanical means to remove all adhering dirt and heavy rusting so that the bare steel can be examined.

3.1.4.2 Visual Examination of Rails

Rails shall be visually examined for evidence of defects such as those illustrated on Form 402-A found in Chapter 4 Part 3 of AREMA Manual. Such defects shall be brought to the attention of the Contracting Officer who will be the final judge as to the serviceability of the rail. Rails having bolt hole cracks or end batter under paragraph TRACK REPAIR that can be reconditioned for use by cropping and redrilling shall be marked at the location of the defect with yellow paint. Rails with other defects or which cannot be reconditioned shall be rejected as scrap and shall be marked with bright red paint and stacked separately.

3.1.4.3 Visual Examination of Joint Bars

Existing joint bars and compromise joint bars which are removed and no longer required at that location due to rail replacement or other work may be cleaned and reused at other locations, subject to review and approval of the Contracting Officer. Joint bars and compromise joints that are not reused shall be salvaged or scrapped. Joint bars shall be visually examined for defects and wear. Joint bars with bolt hole or spike slot cracks shall be scrapped. Bars which do not fit tightly against the rail or bars in which the bolt holes are excessively corroded or worn shall be scrapped. The Contracting Officer will be the final judge of the serviceability of joint bars. Scrapped bars shall be marked with bright red paint and stacked separately.

3.1.4.4 Visual Examination of Gage Rods

Gage rods shall be visually examined for bends, cracks, or breaks. Bent, cracked, or broken gage rods shall be considered as scrap, marked with bright red paint and stacked separately.

3.1.4.5 Visual Examination of Tie Plates and Rail Anchors

Tie plates and rail anchors shall be visually examined for cracks, breaks, excessive wear, and excessive corrosion. Track material with these defects shall be considered scrap, marked with bright red paint and stacked separately.

3.1.4.6 Gage Rods

Gage rods which exist in tangent track and in curved track with a curvature of 10 degrees or less shall be removed and salvaged. Salvaged gage rods that have been inspected and cleaned shall be reused to the maximum extent possible.

3.1.4.7 Grade Crossing Materials

Existing premanufactured grade crossing panels, rail and other track materials shall be salvaged as indicated, or as designated by the Contracting Officer. All salvaged materials shall remain the property of the Government, and shall be reinstalled as indicated or shall be transported to the military installation storage yard. Grade crossing materials to be salvaged shall be removed, cleaned as required for proper reinstallation, marked or labeled as necessary for proper reinstallation, and transported to the reinstallation location or to the storage yard.

3.1.5 Transport and Stack Excess and Salvaged Materials

3.1.5.1 Material Not Used In Track Repair

Excess and salvaged materials which are not used in track repair work shall be stacked at a site on the military installation designated by the Contracting Officer.

3.1.5.2 Stacking of Rails

Rails shall be stacked on approved sills a minimum of 6 inches above the ground. Rails shall be stacked with the heads up and with the ends even. Each layer shall be separated by at least three 2- by 4-inch wood strips evenly spaced along the length of the rail. Rail shall be grouped by weight, section, drilling, condition, length, and amount of wear. The weight, section, drilling, and length shall be marked on one of the rails near the mid-height of the stack. These markings shall be painted neatly near one end of the rail.

3.1.5.3 Stacking of Joint Bars, Gage Rods, and Tie Plates

Joint bars, gage rods, and tie plates shall be sorted by section, punching and condition and shall be stacked on pallets. Each pallet stack shall be steel banded for forklift handling. The maximum weight on any pallet shall be 1,500 lbs. Compromise joint bars shall be wired together in pairs and stacked on pallets, separate from other bars.

3.1.5.4 Containers

Rail anchors shall be sorted by type and size and placed in kegs, steel drums, or other approved containers. Containers shall be labeled with the rail weight and section.

3.1.5.5 Stacking of Special Trackwork Materials

Special trackwork materials shall be palletized and stacked as directed by the Contracting Officer. The rail weight, rail section, and length shall be marked on each switch point. The weight, section, and frog number shall be marked on the side of each frog casting. Other switch materials salvaged shall be placed in steel drums and labeled as to rail weight, section, length of points, and turnout size.

3.1.6 Material to be Scrapped

Material not suitable for salvage or not specifically reserved for the Government in the delivery order shall be scrapped and shall become the property of the Contractor.

3.2 PLACEMENT OF BALLAST

Ballast shall be placed to the lines and grades indicated. Ballast shall not be placed on soft, muddy, or frozen areas. Where the prepared subgrade (roadbed) is soft, muddy, rutted, exhibits severe depressions, or is otherwise damaged, the ballast shall not be placed until the damaged subgrade has been repaired and the area has been approved by the Contracting Officer.

3.2.1 Omitted

3.2.2 Ballast

3.2.2.1 Ballast Placement

Number 5 AREMA ballast shall be placed in the tracks where indicated; 2 inches of Number 5 ballast shall be used near turnouts and for 30 feet each side of the switch stand to provide a smooth walking surface for railroad employees. All other areas shall require size AREMA Number 4 ballast.

3.2.2.2 Ballast Distribution

Ballast shall not be distributed until the subgrade has been approved by the Contracting Officer. No payment will be made for ballast which is distributed without the Contracting Officer's approval.

- a. Ballast distribution shall be to the depth directed and may be from either trucks or railroad cars. A Government locomotive is not available for unloading ballast.
- b. Forming of ruts that would impair proper roadway drainage shall be prevented when distributing ballast from trucks and off track equipment. Any ruts formed greater than 1 inch shall be leveled and graded to drain.
- c. Ballast shall be unloaded as close as possible to the point of use so that unnecessary handling is prevented. Excess ballast shall be picked up and redistributed at the Contractor's expense. If

additional ballast is required for dressing, it shall be added by the Contractor at no increase in unit price.

- d. Ballast cars shall not be released until they have been inspected. Ballast cars may be weighed by the Government before and after dumping the ballast at no cost to the Contractor.

3.2.2.3 Ballast Below Ties

For reconstruction, ballast below the tie, the shoulder ballast and the ballast in the tie cribs shall be placed subsequent to the rail and tie installation. For surfacing existing track, the ballast shall be placed subsequent to rail and tie replacements.

3.3 TRACK REHABILITATION

Track construction not covered specifically herein shall be in accordance with AREMA recommendations and recommended practices.

3.3.1 Omitted

3.3.2 Omitted

3.3.3 Unloading the Materials

The use of picks in the handling of ties will not be permitted. Rails shall be unloaded from cars with an approved derrick or crane and placed with the head up without dropping and with sufficient support under the base. Rails of proper length shall be distributed as necessary for road crossings, switches, joint spacing, and other special conditions.

3.3.4 Omitted

3.3.5 Tie Plates

Tracks shall be fully tie-plated. Tie plates shall be free of dirt and other foreign material when installed. Tie plates shall be placed so that the rails will have full bearing on the plate, and the plate will have full bearing on the tie. Tie plates shall be set at right angles to the rail with the outside shoulder against the base of the rail, and centered on the tie. Canted tie plates shall be installed to cant the rail inward.

3.3.6 Rail

The base of the rail and the surface of the tie and tie plate shall be free of dirt and other foreign materials prior to laying rail.

3.3.6.1 Laying Rail

Rail shall be laid without bumping or striking, to standard gage (4 feet 8-1/2 inch between points 5/8 inch below the top of the rail) on tangents and on curves up to 12 degrees. For curves 12 degrees and greater, the gage shall be widened 1/8 inch for each increment of 2 degrees to a maximum of 4 feet 9 inches, in accordance with TABLE V. The track shall be gaged at every third tie as spikes are being driven.

TABLE V. TRACK GAGE FOR HIGH DEGREE OF CURVATURE

Degree of Curvature per 100-foot chord		
Equal to or Greater Than (Deg - Min)	But Equal to or Less Than (Deg - Min)	Track Gage (Ft - In.)
0 - 00	12 - 00	4 - 8-1/2
12 - 01	14 - 00	4 - 8-5/8
14 - 01	16 - 00	4 - 8-3/4
16 - 01	18 - 00	4 - 8-7/8
18 - 01	20 - 00	4 - 9
<p>a. Jointed rails shall be laid, one at a time, with space allowance for expansion being provided between rail ends in accordance with TABLE VI.</p> <p>b. Gaps between rail ends in insulated joints shall only be sufficient to permit insertion of standard end posts.</p> <p>c. A standard rail thermometer shall be used to determine the rail temperature. The thermometer shall be laid close to the web on the side of the rail base which is shaded from the sun's rays in advance of the laying operation and left there long enough to accurately record the temperature. The contractor quality control representative shall see that rail temperature is checked frequently and that proper rail expansion shims are used.</p> <p>d. Except through turnouts and at insulated joints, the staggering of the joints on one side shall not vary more than 20 inches in either direction from the center of the opposite rail, preferably not exceeding 18 inches.</p> <p>e. Rails less than 33 feet in length shall not be used in out-of-face rail relay. However, rails not less than 13 feet long may be used for final connections to existing rails to prevent joints from occurring at prohibited locations or to provide the specified joint stagger in curves.</p> <p>f. Rail joints shall not occur in or within 20 feet of a road crossing, alongside of or within 5 feet of the end of any switch or turnout guard rail, or the end of any open deck bridge.</p>		

3.3.6.2 Joints

The joints in opposite rails shall be staggered one-half the rail length but not less than 12 feet apart, except closer joints may be required at turnouts and insulated joints. Rail less than 13 feet in length shall not be installed in track. No joint shall be less than 6 feet from the ends of open-deck bridges, or less than 3 feet from switch points. No joint shall be installed within 20 feet of a road crossing, outer perimeter of any structure, or any location which restricts access to the joint. Where joints are required in these areas, the joints shall be welded.

3.3.6.3 Expansion Allowance

Allowance for expansion shall be provided at rail joints by using rail-expansion metal shims. Shims shall be removed to within 12 rails of the laying. Shims shall be of the thickness shown in TABLE VI. The temperature of the rail shall be determined by use of a thermometer placed on the rail base on the side away from the sun. Typical rail gap gages are as shown.

TABLE VI. SHIM THICKNESS

33-Ft Rail 160 Joints per Mi		39-Ft Rail 135 Joints per Mi		78-Ft Rail 68 Joints per Mi	
Rail Temperature (degrees F)	Shim Thickness (in.)	Rail Temperature (degrees F)	Shim Thickness (in.)	Rail Temperature (degrees F)	Shim Thickness (in.)
Below -10	5/16	Below 6	5/16	Below 35	5/16
-10 to 14	1/4	6 to 25	1/4	35 to 47	1/4
15 to 34	3/16	26 to 45	3/16	48 to 60	3/16
35 to 59	1/8	46 to 65	1/8	61 to 73	1/8
over 60	1/16	over 66	1/16	over 74	1/16

3.3.6.4 Cutting Rail

Only rail saws or track chisels shall be used to cut rail. New holes shall be drilled using a standard template. Holes shall not be burned in rail. Holes cut with a torch will not be accepted. When drilling of rail is necessary, all chips and burrs shall be removed before applying joints.

3.3.6.5 Matching Rails

Where relay rail is used, matching adjacent rails shall not cause lipped or uneven joints. Any mismatched rail ends shall be welded to provide proper match. Rail end mismatch shall not exceed 1/8 inch on gage or tread portions of rail.

3.3.6.6 Rail Replacement

The following procedures apply to rail replacement work:

- a. Spot rail replacement is defined as replacement of 100 feet or less of contiguous rails, usually with rails of the same section. Installation of relief rail in place of defective rail is considered spot rail replacement. Replacement of more than 100 feet of contiguous rails shall be considered to be out-of-face rail relay.
- b. If spikes are withdrawn, the holes shall be plugged with treated tie plugs of proper size to fit the hole, prior to replacement of rail. If spikes are withdrawn and spikes are to be redriven in existing spike holes, the holes shall be plugged with treated tie plugs prior to redriving the spike. Tie plugs shall not be installed in prebored holes unless spikes have been driven and withdrawn.

- c. All ties shall be spiked with new spikes in accordance with paragraph Spot Tie Replacement.
- d. The Contractor shall ensure that rail ends at joints are not lipped or uneven. Tread portion (vertical) or gage side (horizontal) rail end mismatch shall be no greater than 1/16 inch. Rail end mismatch greater than 1/16 inch shall be corrected by welding and grinding on the smaller rail. Grinding the larger rail is not permitted unless approved by the Contracting Officer. Welded transitions shall be made at a rate of 1 to 80.
- e. Rails removed from track will be designated by the Contracting Officer as relay (for use on project), reclaimer (to be salvaged and stockpiled), or scrap. Joint bars removed from track will be designated as relay, reclaimer, or scrap. The Contractor shall mark scrap materials as scrap using bright red paint, transport them off the military installation or to the military installation temporary scrapyard. Relay materials required to complete other repair work of this contract shall be transported to the location of need. Reclaimer materials shall be classified and inventoried and stacked at the military installation storage site, all as indicated for salvage materials in paragraph Removal, Salvage, and Disposition of Materials.
- f. Metal rail expansion shims shall be used when laying rail. Wood sticks or other material shall not be used as shims. The Contractor shall have a sufficient supply of each shim available to permit rail laying to progress without delay.

3.3.6.7 Out-of-Face Rail Relay

The Contractor shall replace existing rail with the designated new or used rail between designated limits in a continuous operation. It is expected that replacement of one rail of a given track will be completed prior to replacement of the opposite rail. Used rail shall be laid with previous gage side wear facing out, unless required to match existing wear patterns as directed by the Contracting Officer.

3.3.6.8 Spot Rail Replacement

Spot rail replacements shall be made where necessary to replace existing defective rails or to compensate for rail joint gap adjustments.

- a. Replacement Rail: Replacement rail shall be of equal length or longer than the rail it replaces. The minimum length of rail used shall be 13 feet.
- b. Spot Rail Replacement Resulting in Joint Staggers: Unless otherwise approved by the Contracting Officer on a case by case basis, spot rail replacement shall not result in joint staggers less than 4 feet.

3.3.7 Joint Bars

Joint bars shall be clean. Rail joints shall be installed so that bars are not cocked between the base and head of the rail. Bars shall be properly seated in the rail and the full number of correct-size bolts, nuts, and spring washers installed. Bolts shall be placed with nuts alternately on inside and outside of rail. A corrosion resistant lubricant shall be

applied to the bolt threads prior to application of nuts. Bolts shall be tightened to torque of approximately 30,000 ft-lbs, beginning at the center of the joint and working both ways to the ends of the joint. After the track has been in service all bolts shall be checked and retightened to a torque of approximately 25,000 ft-lbs. Rail of different sections shall be connected by properly fitting compromise joint bars. The mismatch for compromise joints for either tread surface or on the gage side shall not exceed 1/8 inch. Defective joint bars designated on the contract drawings, discovered by the Contractor during track repair operations, or as identified by the Contracting Officer shall be replaced with acceptable joint bars.

3.3.8 Spiking

3.3.8.1 Spiking Procedures

Rail shall be spiked promptly after being laid. Spikes shall be started and driven vertically and square with the rail. Engineered polymer composite ties shall be pre-drilled per manufacturer's recommendations for size and depth. Spikes shall be driven to allow approximately 1/8 to 3/16 inch space between the underside of the spike and the top of the rail base.

Spikes shall not be overdriven, or straightened while being driven. Spikes shall not be installed through the slots in skirted-type, slotted joint bars (angle bars). Spikes shall not be driven against the ends of joint bars.

3.3.8.2 Number of Spikes

Four rail-holding spikes shall be used on each tie on tangents and curves less than 4 degrees. Spikes on the gage side of the running rail shall be placed directly across from each other and the spikes on the field side of the running rail shall be placed directly across from each other. Spikes on the gage side shall be offset longitudinally from the field spike and all four spikes shall be rail-holding spikes next to the base of the rail. This pattern shall be held consistent. On curves 4 degrees or greater, but not more than 36 degrees, six spikes shall be used on each tie with the spikes located as follows: One rail-holding spike on the field side and two rail-holding spikes on the gage side for both rails. Curves 36 degrees and greater shall be spiked with eight spikes per tie, located as follows: One rail-holding spike and one plate-holding spike on the field side and two rail-holding spikes on the gage side for both rails. Eight rail-holding spikes shall be used on each tie through road crossings.

3.3.9 Tie Plugs

If spikes are withdrawn from wood ties, the holes shall be swabbed with creosote and plugged with creosoted tie plugs of proper size to fit the hole. If spikes are withdrawn and spikes are to be reinserted in existing spike holes, the holes shall be swabbed with creosote and plugged with creosoted tie plugs prior to re-driving the spike. Tie plugs shall not be installed in prebored holes unless spikes have been driven and withdrawn.

3.3.10 Rail Anchor Placement

Rail anchors shall be placed in the same pattern as on the existing track. Where the use of rail anchors is indicated, apply a minimum of eight anchors per 39 feet of rail in the pattern indicated on the existing track.

The rail anchors shall be spaced approximately uniformly along the rail length. Rail anchors shall be installed to the gage side of the rail

against the same tie face on opposite rails. Rail anchors shall grip the base of the rail firmly and shall have full bearing against the face of the tie. Rail anchors shall not be moved by driving them along the rail. Rail anchors shall not be applied to track on an open-deck bridge. Where anchors are used on track approaching an open deck bridge, every third tie shall be box anchored for at least four rail lengths, off each end of the bridge. Rail shall be anchored immediately after spiking and before rail has experienced a large temperature change.

3.3.11 Inner Guard Rails

Guard rails shall be installed on bridges and trestles as directed. Guard rails shall be approximately 11 inches from the gage side of track rails and shall extend a minimum of 50 feet beyond the structure. The ends shall be curved inward and beveled. Guard rails shall be fully bolted. Guard rails shall not be higher than the running rail and shall not be more than 1 inch lower than the running rail. Each guard rail shall be spiked with two spikes to each tie but shall not be tie-plated. Unfit track rail in short lengths may be used for guardrails.

3.3.12 Derails

Derails shall be properly installed where directed. Derailed equipment shall not foul other tracks. Installation shall be in accordance with the manufacturer's instructions. Where no specific installation instructions are available for salvaged derails, reinstallation shall be in accordance with good track construction practice to ensure proper performance of their intended function.

3.3.13 Superelevation

Curves shall be superelevated as directed by the Contracting Officer. Superelevation shall be obtained by raising the outside rail of the curve. The inside rail shall be maintained at grade. The maximum superelevation will be 4 inches. Full superelevation shall be carried throughout each curve, unless otherwise directed or shown on the drawings. Superelevation runoff shall be at a uniform rate, and shall extend at least the full length of the spirals. The normal rate of superelevation runoff will be 1/2 inch in 31 feet; however, this may be increased to 1 inch in 31 feet with the prior approval of the Contracting Officer.

3.3.14 Preliminary Surfacing

The preliminary alignment and surfacing gangs shall follow the unloading of the ballast. Rail renewal, tie renewal, bolt tightening, and ballast placement shall be complete prior to commencement of surfacing and alignment work.

3.3.14.1 Lifts

- a. The track, after being aligned, shall be brought to grade and surface in lifts not exceeding 4 inches each. After each lift, the ballast shall be tamped. When using jacks, they shall be placed close enough together to prevent undue bending of rail or stress of rail and joint. Both rails shall be raised at one time and as uniformly as possible, except where superelevation is required. The track shall be so lifted that after a period of not less than 5 train operations (70 ton ballast car) after the last lift, it will be necessary to give the track a final lift of

between 1 and 2 inches to bring it to grade.

- b. In areas where major track resurfacing is not required, the Contractor shall perform a "skin lift" tamping operation to ensure that the ties are adequately tamped, the ballast section is adequately compacted and dressed, and to correct minor deficiencies in surface and alignment. The rise in skin lift areas shall be 1 inch or less and usually will not require that additional ballast be placed.
- c. A 2-inch rise shall provide an average 2-inch raise in the track being surfaced.
- d. A 4-inch rise shall provide an average 4-inch raise in the track being surfaced, and shall be made in at least two lifts not to exceed 2 inches per lift.
- e. A 6 in raise shall provide an average 6 in. raise in the track being surfaced, and shall be made in at least two lifts. The initial lift shall not exceed 4 inches with the final lift not to exceed 2-1/2 inches.

3.3.14.2 Tamping

Raising and tamping of track shall be performed with an automatic, vibratory, squeeze type power tamper with 16 tamping heads, capable of raising both rails simultaneously and maintaining cross-level. The equipment to be used for surfacing operations is subject to approval by the Contracting Officer. Every tie in the track shall receive two or more full insertions of the tamping heads. Ballast shall be power-tamped under both sides of ties from each end to a point 12 inches inside each rail for 8-foot ties, 15 inches inside each rail for 8-foot 6-inch ties, and 18 inches inside each rail for 9-foot ties. The center shall be filled with ballast, but tamping will not be permitted in the center of the tie between the above stated limits. Both ends of the ties shall be tamped simultaneously and tamping inside and outside of the rail shall be done at the same time. Tamping tools shall not be used with more than 35% wear and shall be worked opposite each other on the same tie. Ballast under switch ties and road crossing ties shall be tamped the entire length of each tie. All ties shall be tamped to provide solid bearing against the base of the rail after the track or turnout is raised to grade at final surfacing. All down ties shall be brought up to the base of rail and shall be machine tamped. The resultant track surface and alignment shall be uniform and smooth. Tamping of track in snow or frozen ballast conditions will not be permitted.

3.3.14.3 Replacement of Ties

After tamping has been completed and the jacks removed, all ties pulled loose shall be replaced to their proper position, respiked and retamped to provide full bearing against the rail.

3.3.14.4 Track Off The Ends of Open Deck Bridges

Track off the ends of open deck bridges shall maintain the same grade as the track on the bridge for a minimum of 25 feet beyond the bridge abutment and then transition smoothly to meet established track grades.

3.3.14.5 Runoff of Track Raises

The runoff at the end of a rise shall not exceed 0.5 inch in 31 feet of track unless otherwise approved by the Contracting Officer.

3.3.14.6 Horizontal Realignment

Horizontal realignment of curved track shall be established by the Contractor using manual or mechanical means as described in the AREMA Manual Chapter 5, Part 3 Section 3.2, "String Lining of Curves by the Chord Method".

3.3.15 Final Surfacing

After preliminary surfacing has been completed, grade and line stakes shall be checked and the track brought to grade and alignment.

3.3.15.1 Final Tamping

Track shall be brought to grade and the ballast retamped in the manner described for preliminary surfacing, except that the tamping distance inside the rail shall be decreased from 12 to 10 inches for 8-foot ties, 15 to 13 inches for 8-foot 6-inch ties, and 18 to 16 inches for 9-foot ties.

3.3.15.2 Final Alignment

The track shall be given a final aligning conforming to the established track centers.

3.3.15.3 Final Dressing

After the final alignment the ballast shall be dressed to the section indicated. After final dressing ballast shall not cover the tops of the ties. The portion of the subgrade outside the ballast line shall be left with a full, even surface and the shoulder of the subgrade shall be properly dressed to the indicated section to provide proper drainage away from the track.

3.3.15.4 Surplus Ballast

Surplus ballast remaining after final surfacing and dressing of the ballast section shall be distributed or otherwise disposed of as directed by the Contracting Officer.

3.3.16 Cleanup

Upon completion of the work, the Contractor shall remove all rubbish, waste, and discarded materials generated by the work from the project area; dispose of rubbish, waste, and discarded materials in an approved manner as directed by the Contracting Officer. Areas where the Contractor has worked, including but not limited to, project areas, material storage sites, and borrow or disposal areas shall be left in a clean, well-graded, and well-drained condition.

3.3.16.1 Shoulder Removal and Reconstruction

Where track construction or rehabilitation operations result in deposition of materials along the track shoulders that would impede the free drainage of the geotextile and track structure, the Contractor shall remove the

material. Where undercutting or ploughing operations leave fouled shoulder materials that impede free drainage of the geotextile and the track structure, the shoulder material shall be removed, and the ballast shoulders shall be reconstructed using the acceptable materials an original dimensions.

3.3.16.2 Spoil Materials

Spoil materials removed from the track shall be disposed of off site at the Contractor's expense. Spoil materials shall not be placed on the shoulders, in ditches, in drains, or in other areas where they would impede the flow of water away from the track.

3.3.17 Final Adjustments

Sixty calendar days after the track has been accepted and put into operation, the Contractor shall perform, at no cost to the Government, necessary resurfacing adjustments to leave the track in alignment and on grade.

3.3.18 Tolerances for Finished Track

Completed track shall meet the following tolerances. Track not meeting the tolerances specified below shall be repaired to meet these requirements, at no additional cost to the Government.

3.3.18.1 Gage

Track gage shall be within plus 1/4 inch or minus 1/8 inch of standard gage.

3.3.18.2 Alignment

Alignment shall be measured as the deviation of the mid-offset of a 62-foot line, with the ends of the line at points on the gage side of the line rail, 5/8 inch below the top of the railhead. Either rail may be used as the line rail on tangent track; however, the same rail shall be used for the entire length of the tangent. The outside rail in a curve is always the line rail. Alignment on tangents shall not deviate from uniformity more than 1/2 inch. Alignment on curves shall not deviate from uniformity more than 3/8 inch.

3.3.18.3 Track Surface

Track surface shall meet the following requirements:

- a. The runoff at the end of a raise shall not exceed 1/2 inch in any 31 feet of rail.
- b. The deviation from design profile on either rail at the mid-ordinate of a 62-foot chord shall not exceed 1/2 inch.
- c. Deviation from design elevations on spirals shall not exceed 1/2 inch
- d. Deviation from zero cross level at any point on tangent or from designated superelevation on curves or spirals shall not exceed 1/2 inch.
- e. The difference in cross level between any two points less than 62

feet apart on tangents, and on curves between spirals shall not exceed 1/2 inch.

3.3.18.4 Guard Face Gage

Guard face gage is the distance between the guard lines measured across the track at right angles to the gage line, and is measured at the point of frog on both sides of the turnout. The design value for guard face gage is 52-3/4 inches. Guard face gage shall be within plus or minus 1/8 inch of the design value.

3.3.18.5 Guard Check Gage

Guard check gage is the distance between the gage line of a frog and the guard line of its guard rail, or guarding face, measured across the track at right angles to the gage line. The design value for guard check gage is 54-5/8 inches. Guard check gage shall be within plus or minus 1/8 inch of the design value.

3.4 TURNOUTS

3.4.1 Omitted

3.4.2 Turnout Repair

Turnout trackage and ballast repairs shall be performed as per paragraphs Placement of Ballast and Track Rehabilitation of this specification. Additional turnout items which will remain in their existing location but require repairs shall be indicated in the Delivery Order and repaired as specified below.

3.4.2.1 Omitted

3.4.2.2 Bolt Tightening

Any bolt that cannot be tightened shall be replaced with a bolt assembly of the proper diameter and length.

3.4.2.3 Rebuild Switch Points and Protectors, Frogs, Guard Rails and Other Turnout Items

Switchpoints, frogs, guard rails, switch point protectors, etc. can be rebuilt as specified in paragraph ELECTRIC ARC WELDING with the approval of the Contracting Officer.

3.4.2.4 Regage Closure Rails

Track shall be regaged from heel of switch to the toe of frog. Regaging shall be performed as specified in paragraph TRACK REHABILITATION.

3.5 HIGHWAY CROSSINGS

Highway crossings signs and signals and flangeway work within the project shall be reconstructed as follows and as indicated in the Delivery Order.

- 3.5.1 Omitted
- 3.5.2 Omitted
- 3.5.3 Omitted
- 3.5.4 Omitted
- 3.5.5 Omitted
- 3.5.6 Omitted
- 3.5.7 Omitted
- 3.5.8 Omitted

3.5.9 Signs and Signals

Existing signs on-post will be maintained as directed in the Delivery Order.

3.5.9.1 Location and Positioning of Signs

Signs for both highway and railroad track installation shall be located and erected as directed in the Delivery Order. Unless otherwise directed, signs shall be erected so that sign face is vertical and at a deflection angle of 87 degrees from the center of the highway lane or track which the sign serves and facing the direction of travel. Where lanes or tracks are on curves, sign faces shall be on a deflection angle of 87 degrees to the tangent to the curve. Signs shall be erected so that specular reflection is minimized or eliminated. After installation is completed, the signs will be inspected during the day and at night by the Contracting Officer. If specular reflection is apparent on any sign, its positioning shall be adjusted to eliminate or minimize this condition. This adjustment and any subsequent adjustments shall be at no additional cost to the Government.

3.5.9.2 Traffic Control

During installation of highway signs and during the signal maintenance and inspections, the Contractor shall provide for the safe and expeditious movement of traffic through the work area. Schedule of lane closures, work zone safety and traffic control, and related items shall be provided to the Contracting Officer for approval before work may begin.

3.5.10 Crossing Flangeways

Upon completion of the grade crossing installation, the flangeways through the crossing shall be a minimum of 2 inches deep and between 2-1/2 and 3 inches wide. The Contractor shall ensure that adequate flangeways are provided prior to installation of the final crossing surface.

3.5.10.1 Flangeway Filler

Except for Type I crossings all open crossing flangeways shall be filled with asphaltic concrete and compacted.

3.5.10.2 Clean Grade Crossing Flangeways

Where grade crossing flangeways are obstructed (filled in), the Contractor shall remove foreign material to provide a minimum 2 inches depth and 2-1/2 inches width flangeways on the gage side of the rails.

3.6 BONDING AND GROUNDING TRACK

Track shall be bonded and grounded as directed. Where track is designated for bonding and grounding, the rails shall be bonded electrically continuous and effectively grounded. Connections shall be made by

exothermite welds in accordance with the manufacturer's instructions.

3.6.1 Rail Joint Bond

Rail joints on both rails of designated track shall be bonded using an exothermic type bond. The bond shall be applied to the field side of the rail web unless otherwise approved by the Contracting Officer. Track to be bonded and grounded shall be electrically insulated from the remaining track using one of the specified insulated joints.

3.6.2 Rail Cross-Bond and Ground

Rail cross-bond and ground shall be installed using an exothermic type bond. The cross-bond shall be applied to the rail web. One cross-bond and ground shall be provided for each section of bonded and grounded track. Connections between grounding system or ground rods and rails shall be made with bare stranded copper cable, installed at least 12 inches below the bottom of the ties. Ground rods shall be driven vertically full-length. The top of the ground rod shall be located at the toe of the ballast slope and shall be a minimum of 12 inches below the top of the subgrade. Maximum resistance to ground from any grounded rail or structure shall not exceed 25 ohms. The Contractor shall make any corrections needed to reduce the resistance to below 25 ohms at no cost to the Government.

3.6.3 Inspection of Rail Bond and Ground

Loose, damaged, or missing rail bond wires, cross bond wires, ground connections, and ground rods shall be visually inspected. If there is a signal failure, bonding can be tested for current loss in the joints using a volt meter. Defective items shall be marked for repair.

3.6.4 Omitted

3.6.5 Existing Bonds

The Contractor shall protect existing rail bonds, cross-bonds, ground connections, and grounding rods from damage. Except for bonds attached to rails which are designated to be replaced in this contract, replacement of bonds damaged or destroyed by the Contractor's operation shall be replaced at no cost to the Government.

3.6.6 Removal of Defective Bonds

Rail head pin-type and welded-type bonds shall be removed by shear cutting old cables immediately adjacent to the weld or pin. Rail web type pin bonds shall be removed by knocking the old pin out with a drift. Flames or torches shall not be used to remove defective bonds.

3.7 INSTALLATION OF MISCELLANEOUS TRACK MATERIALS

3.7.1 Tie Plates

Tie plates shall be furnished to the work sites as required. Excess tie plates, remaining at the conclusion of the contract, shall be delivered to the military installation storage site and stacked where directed by the Contracting Officer.

3.7.2 Insulated Joints

Insulated joints shall be installed where directed and in accordance with the manufacturer's installation instructions.

3.7.3 Bumping Posts, Cushion Head, and Wheelstops

Bumping posts, cushion head, and wheelstops shall be removed, installed, or reinstalled as directed. Installation shall be in accordance with the manufacturer's instructions. Where no specific installation instructions are available for salvaged bumping posts and wheelstops, reinstallation shall be in accordance with good track construction practice to ensure proper performance.

3.7.4 Inner Guard Rails

Inner guard rails shall be installed as directed. Each rail shall be spiked to alternate crossties throughout the full length using two spikes per rail per tie; tie plates are not required. Guard rails shall be installed using acceptable joint bars of the proper size to fit the rails being joined. Each joint shall be bolted with at least two bolts and one fully tightened bolt per rail.

3.7.5 Gage Rods

One gage rod shall be installed in the crib immediately ahead of the switch point of all turnouts. Two gage rods shall be installed on the curved closure rail, one ahead of the joint, and one ahead of the toe of the frog in all turnouts.

3.7.6 Installation of Joint Bars

Joint bars shall be installed with their full number of bolt assemblies unless otherwise noted. Bars shall be properly seated on the rail and the bolts tightened beginning at the center of the joint and working toward the ends of the bars, alternating between rails. Bolts used shall be of the proper diameter and length for the rail and joint bars at the joint. The use of extra washers to shim out track bolt nuts is prohibited. Bolts with nuts shall be placed alternately on inside and outside of rail.

3.8 BRIDGE REPAIR

Bridge repair shall be as follows:

3.8.1 State and Local Government Permits

The Contractor shall obtain necessary permits from state and local governments for work over public roads. The Contractor shall prepare traffic maintenance and detour plans; submit them for approval to the appropriate authorities; erect and maintain signs, barricades, lighting, and other traffic control devices in accordance with FHWA SA-89-006; pay for police details; and stage the work to provide for the continued safe public use of the roadways beneath the bridges.

3.8.2 Work Hours

The Contractor may be required by local or state authorities to work at night or on split shifts to avoid peak traffic hours at bridges. No additional compensation will be made for any costs associated with meeting

such requirements.

3.8.3 Schedule of Bridge Repair Work

The work of this project shall be scheduled to minimize the duration of interruptions to rail service. Bridge repair work shall be scheduled so that to the maximum practical extent, bridges on the same line are taken out of service and repaired simultaneously.

3.8.4 Timber Pile Repair

A timber pile can be spliced or shimmed to repair areas of deterioration or to compensate for settlement of the pile. Any spliced pile shall achieve a bearing adequate for its design loading. No more than 50 percent of the piles in a single bent shall be spliced, and no more than 25 percent of the piles in the entire substructure shall be spliced or shimmed.

3.8.5 Timber Pile Replacement

Any pile shall be replaced when it does not achieve adequate bearing, the pile has greater than 50 percent deterioration, or replacement is more economical.

3.8.6 Bridge Tie Replacement Open-Deck Bridges

Where spot replacement of bridge ties is required, the existing tie shall be removed without permanently disturbing the track surface. New bridge ties shall be of the proper wood species, structural grade, and size for the intended application. Shimming of bridge ties will not be permitted.

3.8.7 Rivet Replacement

Where replacement is required, rivets shall be replaced with high-strength bolts.

3.9 ELECTRIC ARC WELDING

Welding to repair or rebuild frogs, switch point, guard rails, switch point protectors and rails (engine burns, battered ends, etc.) shall be done in accordance with AREMA Manual, Chapter 5, Part 5, Section 5.10 and AWS D1.1/D1.1M.

3.9.1 Welding Supervision

Electric arc welding shall be performed under the direct supervision of an experienced welding supervisor or foreman and by a certified welder.

3.9.2 Weather Conditions

Welding shall not be performed in rain, snow, or other inclement weather without adequate protection of the welding from the elements.

3.9.3 Welding Manganese Frogs and Crossings

Bolts shall be tightened, spikes driven down and ties tamped under crossing and frogs for level surface, when welding manganese frogs and crossings. Chips and cracks shall be ground out with grinding machine or gouged out with arcair gouging device even if crack goes through the entire casting. When gouging device is used, no finished grinding of cracks or chips is

required. If cracks are gouged out to bottom of casting, reinforcement strap shall be welded to the bottom of the hole in casting with the wire feed machine, allowing the frog or crossing to be welded back to level surface using the skip method.

3.9.3.1 Manganese Overheating

Welder shall ensure that manganese is not overheated in this process. If manganese shows signs of overheating, casting shall be air cooled and then welding process continued, repeating the process as many times as necessary to prevent manganese from overheating. Flange carbons shall be used with the approval of the Contracting Officer to keep welding metal out of flangeways. Welded surface shall be built slightly higher than normal surface of casting so when ground, it will have sufficient weld metal to grind to a level surface. A 24-inch straightedge shall be used to check this work. Edges of flangeways and sides of points shall be ground in a roll manner, using a frog and crossing flangeway gage as a guide.

3.9.3.2 Slotting

Manganese frogs and crossings shall be slotted with a 3/16 inch slotting wheel. Connecting rail joints to frog shall also be welded, ground, and slotted in like manner. The grinding and slotting process shall be repeated approximately 6 weeks from the time the frog is put back in service and thereafter when overflow appears on points and flangeways.

3.9.4 Welding Switch Points

This operation must be approved prior to the start of work in writing by the Contracting Officer. Overflow of stock rail shall be ground off of ball of rail on both sides and switch point ground to where cracks and chips are ground out. All grease and rust shall be ground off of point as far back as point is to be welded. Switch point shall be adjusted tight against stock rail and check gage. If gage just ahead of switch point is tight, it shall be opened to where gage reads 1/4 inch open. The following shall be done before starting to weld: 1) Open switch point and place rail flange carbon between switch point and stock rail. 2) Pull switch tight against carbon and hold with spike; another rail carbon can be placed just on top of reinforcement binding strap on point to use as guide for first welding pass; carbon can then be removed or left in place. 3) Grind switch point with surface grinder or utility grinder. 4) Apply graphite or oil to switch points and plates to prevent rusting and to make switch throw easier. 5) Check with proper authority to ensure ample time to complete welding, grinding and cooling before traffic is due. Switch point shall be ground welded complete without chipping weld slag.

3.9.5 Welding Switch Point Protectors

3.9.5.1 In Track

This operation must be approved prior to the start of work in writing by the Contracting Officer. The following operations shall be performed: 1) Check with proper authority to ensure ample time to complete welding, grinding and cooling before traffic is due. 2) Use a steel ruler to determine the amount of weld needed on manganese switch point protectors; measure the top of the protector any place where there is no wear. 3) Grind out the work hardened surface and any cracks or chips. 4) Weld the protector with the semi-automatic wire feed machine slightly wider than the width of a new switch point protector; run a string bead along the bottom

of the wear surface on the protector guard; leaving flux on this bead continue with string bead until protector is built back to size without overheating the protector. If signs of overheating appear, use intermittent welding procedure. 5) Grind back the protector to the correct width. 6) Use roll method on top inside corner of protector.

3.9.5.2 Out of Track

The following operations shall be performed: 1) Use a steel tape to determine the amount of weld needed on manganese switch point protectors; measure the top of the protector any place where there is no wear. 2) Ground out the work hardened surface and any cracks or chips. 3) Weld the protector with the semi-automatic wire feed machine to just a little wider than the width of a new switch point protector; the protector can be laid on its side and three flat beads run on wear surface of the protector guard; ground back to the size of a new protector. 4) Use intermittent method and skip welding to keep protector from overheating. 5) Use the roll method on inside corner of running wear surface of guard.

3.9.6 Welding Engine Burns

This operation must be approved prior to the start of work, in writing by the Contracting Officer. The damaged steel of the rail shall be removed by grinding or arc air to get below the burn area into sound metal. Sufficient amount of metal shall be removed to eliminate all shatter cracks.

3.9.6.1 Depth and Length Limitations

Engine burns requiring welds greater than 3/8 inch in depth below the top of the rail head shall not be repaired by welding and grinding. While grinding out the damaged metal, the operation shall be stopped when it is discovered that the necessary weld will go too deep into the rail head. The ground out portion shall be welded and joint bars shall be applied at the weld location with the rail undrilled at the middle bolt holes, centering the joint bars under the engine burn. The supervisor of maintenance shall be immediately notified so that the rail can be removed from track. These failed rails shall be disposed of in accordance with current instructions. Engine burns which would require a weld longer than 8 inches shall not be welded.

3.9.6.2 Ambient Limitations

Welding and grinding engine burns shall be avoided when the air temperature is below 32 degrees F. When welding is necessary below 32 degrees F, the heated area shall be protected by covering with insulating material to retard cooling. Engine burns shall not be welded during rain or heavy snow.

3.9.6.3 Number of Welds

Contractor shall determine the maximum number of burns in a 39-foot rail, or equivalent, that can be economically welded. Unless otherwise directed, when a rail has more than eight burns needing repair, the rail shall be replaced.

3.9.6.4 Welding Procedure

The burn shall be welded with semi-automatic wire feed machine. The skip method shall be used in this process because no preheating or post heating is needed. If engine burns are found in groups close together, ten to

fifteen burns shall be ground out at a time, welding one pass at a time on each of the burns. The process shall be repeated until all of the burns are completed to a surface just higher than the normal ball of the rail. The burn shall then be cooled until hand can be placed on it. Welds shall be ground to a level surface with cup wheel attachment grinder.

3.9.7 Welding Rail Joints

Bolts in the joint bars shall be tightened and the joint pulled to a level surface. Joint bars shall be checked for wear and replaced if they are badly worn. Six hole bars shall be used if available. A straightedge shall be placed across the joint to determine the amount of batter. The straightedge shall be a minimum of 18 inches in length. A rail joint with less than 0.012 inches of batter shall not be welded. If batter is 0.012 inch or more, the rail joint shall be built up. If rail cracks or chipped out places are present in rail ends, they shall be melted out with acetylene torch, gouged out with arcair or ground out with grinder. If cracks or chips extend below ball, rail shall be replaced. If horizontal crack in ball of rail extends more than 8 inches rail shall be replaced. Rail ends shall be preheated to approximately 200 degrees F before welding.

Starting 1-1/2 inches from the end, the rail shall be built back as follows: A strip shall be welded 1 inch into bead; the rail ends shall be ground to a level surface with surface grinder or cup wheel attachment; and rail joint shall be cross slotted with 3/16 inch grinding stone to keep rail ends from overlapping and chipping out.

3.10 THERMITE WELDING PROCEDURES

Thermite welding procedures shall be performed by a technician certified to meet ASNT CP-189, level II or III qualifications and comply with the following paragraphs:

3.10.1 End Preparation

Rails to be welded shall meet the requirements Section 2.2, "Specifications for Fabrication of Continuous Welded Rail" given in Chapter 4, Part 2 of AREMA Manual. The rail ends shall be aligned in accordance with paragraph GAP AND ALIGNMENT. Rail ends shall show no steel defects, dents, or porosity before welding. Bolt holes shall not be made in, or permitted to remain in, the ends of the rail to be welded. One handling hole may be made in each end of welded string. Rail ends containing such holes shall be cut off during track construction. Rail which must be cut for any reason shall be cut square and clean by means of approved rail saws or abrasive cutting wheels in accordance with Chapter 5 of AREMA Manual, Section 10.3, "Recommended Practice For Use of Abrasive Wheels".

3.10.1.1 Cleaning

The rails to be welded shall be cleaned of grease, oil, dirt, loose scale, and moisture to a minimum of 6 inches back from the rail ends, including the railhead surface. Cleaning shall be accomplished by use of a wire brush, to completely remove dirt and loose oxide and by use of oxygen-acetylene torch to remove grease, oil and moisture. A power grinder with an abrasive wheel shall be used to remove scale rust, burrs, lipped metal and mill brands which would interfere with the fit of the mold, for 2 inches on each side of the ends.

3.10.1.2 Gap and Alignment

The minimum and maximum spacing between rail ends shall be as specified by the rail welding kit manufacturer and the approved welding procedures.

- a. The ends of the rails to be welded shall be properly gapped and aligned to produce a weld which shall conform to the alignment tolerances below. Alignment of rail shall be done on the head of the rail. The rail gap and alignment shall be held without change during the complete welding cycle.
- b. Vertical alignment shall provide for a flat running surface. Any difference of height of the rails shall be in the base.
- c. Horizontal alignment shall be done so that any difference in the width of heads of rails shall occur on the field side. Horizontal offsets shall not exceed 0.04 in. in the head and/or 0.12 inch in the base.

3.10.2 Surface Misalignment Tolerance

Combined vertical offset and crown camber shall not exceed 0.04 inch/feet at 600 degrees F or less. Combined vertical offset and dip camber shall not exceed 0.01 inch/feet at 600 degrees F or less.

3.10.3 Gage Misalignment Tolerance

Combined horizontal offset and horizontal kink camber shall not exceed 0.04 inch/feet at 600 degrees F or less.

3.10.4 Thermite Welding

Welding shall be done in accordance with Chapter 4, Part 2, Section 2.5 of AREMA Manual, articles "Thermite Welding - Rail Joints" and Section 2.2 "Specification for Fabrication of Continuous Welded Rail", except as modified by these specifications. All welds shall be visually inspected at the time of welding.

3.10.4.1 Thermite Weld Preheating

The rail ends shall be preheated prior to welding to a sufficient temperature and for sufficient time as indicated in the approved welding procedures to ensure full fusion of the weld metal to the rail ends without cracking of the rail or weld.

3.10.4.2 Thermite Weld Cooling

The molds shall be left in place after tapping for sufficient time to permit complete solidification of the molten metal and proper slow cooling to prevent cracking and provide a complete weld with proper hardness and ductility.

3.10.5 Weld Finishing and Tolerances

Welded joints in the finished track shall be brought to a true surface and alignment by means of a proper grinding or planing machine (shear). Finish grinding shall be performed with an approved grinder operated by a skilled workman grinding evenly and leaving the joints in a smooth and satisfactory condition. Finishing shall eliminate all cracks. The completed weld shall

be finished by mechanically controlled grinding in conformance with the following requirements:

- a. A finishing deviation of not more than plus or minus 0.01 in of the parent section of the rail head surface will be allowed. The gage side of the rail head shall be finished to plus or minus 0.01 in of the parent section.
- b. Welds produced by welding kits which are specially designed to produce reinforced welds need not be ground in the finishing area except as necessary to remove fins, burrs, cracks, etc.

3.10.6 Weld Quality

Each completed weld shall have full penetration and complete fusion and be entirely free of cracks or fissures. Welds shall meet the acceptance criteria given in AWS D1.1/D1.1M.

3.10.7 Weld Numbering

The Contractor shall semi-permanently mark a sequential weld number on the rail immediately adjacent to the weld, using a quality lead paint marker at the time the weld is made. Welds shall be numbered sequentially in the order in which they are made. The Contracting Officer will provide the Contractor with the initial weld number. Defective welds which are replaced shall be assigned a new sequential number by adding a letter to the defective weld number (e.g., defective weld 347 would be replaced by 347A).

3.11 TRACK REPAIR

3.11.1 Cutting and Drilling of Rail

The Contractor shall use only rail saws and abrasive cutting wheels for this operation. Other methods for cutting rail will not be acceptable. Cuts shall be square and clean. When given the option of cutting existing rail or new rail being installed, the existing rail shall be cut. When new holes are necessary, they shall be drilled. Holes shall not be punched, slotted, or burned with a torch. Holes shall be of the size and located as shown on the contract drawings. Drilled bolt holes shall be peened or ground to remove sharp edges.

3.11.2 Rail Joints

In areas which do not require out-of-face rail replacement, the Contractor shall tighten all track bolts. Defective track bolts, nuts and lock washers ("bolt assemblies"), and those that cannot be tightened shall be replaced. This work shall include both spot replacement of assemblies at locations to be determined by the Contracting Officer ("Spot Bolt Assembly Replacement") and out-of-face replacement of all bolt assemblies within a rail joint ("Joint Repair").

3.11.2.1 Used Bolt Assemblies

Used bolt assemblies removed from rail joints shall become the Contractor's property and shall not be reincorporated in the work. Existing bolt assemblies designated to be replaced shall be removed by methods which shall not damage joint bars or rails.

3.11.2.2 Joint Repair

Replacement of defective joint bars and correction of rail-end mismatch, as designated or directed by the Contracting Officer, shall be defined as joint repair work. At designated joint repair locations, both joint bars shall be removed from the rails and the rail ends inspected for damage or defects.

3.11.2.3 Cleaning of Finishing Area

The finishing area shall be cleaned of mill scale, rust, and dirt by wire brushing, compressed air, solvents, or a combination of these or other methods.

3.11.2.4 Rail Ends

The clean rail ends shall be jointly examined by the Contractor and the Contracting Officer for the presence of any rail defects that would make the rail unsuitable for further use at the location. If a rail is determined to have an end defect, the Contractor shall either crop or replace the rail.

3.11.2.5 Joint Gap

Where pull-aparts have occurred, whether currently gapped or not, or where the rail joint gap exceeds 3/4 inch, the joint gap shall be adjusted to the rail joint gap specified in TABLE VI. Rail joint gap adjustment work shall be performed in conjunction with spot rail replacement work and bolt renewal work.

3.11.3 Spiking

The proper gage, as indicated in this section, shall be verified immediately prior to spiking.

3.11.4 Spot Tie Replacement

The Contractor shall replace defective ties as marked in the field and as directed by the Contracting Officer.

3.11.4.1 Paint Markings and Tie Inspection

Paint markings may exist on the existing rails and crossties. Such markings do not necessarily indicate work within the scope of the contract.

The Contractor shall participate in a walk-through tie inspection with the Contracting Officer prior to commencement of tie replacement work. The scope of the tie replacement work will be determined at that time and relevant paint markings made or touched up as required.

3.11.4.2 Additional Tie Work

In areas where existing ballast inhibits tie inspection, additional ties may be required beyond those marked. The scope of such additional tie work will be identified by the Contracting Officer as adjacent work progresses.

3.11.4.3 Old Spikes, Rail Anchors, Tags and Tie Plates

Old spikes shall be pulled and scrapped. Rail anchors shall be removed, sorted, and salvaged. Tie plates shall be removed, inspected and classified as either relay or scrap. Scrap tie plates shall be marked

scrap and shall not be reinstalled in the track. Acceptable relay tie plates may be reused at that location or at other locations as required. Old stationing tags will be removed and replaced on the new tie.

3.11.4.4 Humped Track

Where the track will not be surfaced, in order to prevent permanent distortion ("Humping") of the line and surface of the track when performing spot tie replacement, the tie cribs and ends shall be excavated, the old ties removed, and the new ties installed without jacking the rails. Humped track shall be resurfaced at the Contractor's expense.

3.11.4.5 Minimal Humping

For spot or out-of-face tie replacement, where the track will be surfaced and aligned under this Contract, a minimal amount of humping will be allowed, provided the surfacing tolerances can be met.

3.11.4.6 Fouled or Muddy Ballast

Fouled or muddy ballast, as identified by the Contracting Officer, shall be excavated and wasted outside of the track area where it will not interfere with drainage of the track.

3.11.4.7 Insertion of New Ties

New wood ties shall be inserted in track with the heartwood down, square to the line of the rails. Engineered polymer composite ties shall be inserted with the flat (tie plate) surface up, square to the line of the rails.

- a. Ties shall be inserted so that the average tie spacing in any one rail length does not exceed 21 inches and so that the maximum spacing between any two ties does not exceed 24 inches and the maximum spacing is not less than 18 inches.
- b. Crosstie position at joints shall result in a "suspended joint" arrangement unless otherwise directed by the Contracting Officer.

3.11.4.8 Positioning of Tie Plates

Tie plates shall be positioned on the tie so that the shoulder has full bearing against the base of the rail. The plate shall be centered on the tie width, except that the plate shall be positioned up to 1/2 inch off-center if necessary to avoid spiking into an existing tie split. The Contractor shall ensure that all tie plates in a given stretch of track are either canted or flat. Canted and flat tie plates shall not be mixed within a given stretch of track.

3.11.4.9 Re-spacing of existing ties

Re-spacing of ties is required to straighten slewed ties or to correct uneven tie spacing. Crib and shoulder ballast shall be removed as required to facilitate sliding crossties to their final position or to insert new ties. Spike mauls or sledges shall not be used to slide ties. Rail anchors and ballast shall be installed immediately after ties are re-spaced.

3.11.4.10 Track Gage

Track gage shall be set at the time of spiking.

- a. Tangent Track. For track rehabilitation or spot rail replacement on tangent, the track shall be regaged if the existing gage is less than 56 inches or is equal to or greater than 57-1/2 inches. These sections of track shall be regaged to conform with the gage of the adjacent track, but the gage after regaging shall be between 56-1/4 and 57 inches.

- b. Curved Track. Curved track shall be gaged as shown in TABLE V.

3.11.5 Joint Respiking

Many joints in track will be found with nonstandard spiking patterns and other deficiencies. These include joints with no tie plates, plates which are positioned so that it is not possible to spike through the plate on both sides of the joint, spikes driven against the ends of skirted joint bars, and similar deficiencies. The Contractor shall respike such joints in accordance with the following.

3.11.5.1 Substitution of Tie Plates

When tie plates are available which will permit spiking through the tie plate at the edge of the joint bar skirts on both sides of the rail, they shall be substituted for existing plates.

3.11.5.2 Respiked Joints

All joints which are respiked shall have existing spike holes plugged.

3.11.6 Regaging

Where the existing track gage is less than 56 inches or is equal to or greater than 57-1/2 inches, or as designated by the Contracting Officer, the track shall be regaged. These sections of track shall be regaged to conform with the gage of the adjacent track; the track gage after regaging shall be between 56-1/4 and 57 inches.

3.12 SAMPLING AND TESTING

Sampling and testing shall be the responsibility of the Contractor. Sampling and testing shall be performed by an approved commercial testing laboratory, or by the Contractor, subject to approval. If the Contractor elects to establish testing facilities, approval of such facilities shall be based on compliance with ASTM D 3740. Work requiring testing will not be permitted until the Contractor's facilities have been inspected and approved. The first inspection of the facilities will be at the expense of the Government and any subsequent inspections required because of failure of the first inspection shall be at the expense of the Contractor. Such costs will be deducted from the total amount due the Contractor.

3.12.1 Ballast Samples

Periodic sampling and testing of ballast material shall be performed to ensure continued compliance with this specification. During construction, one representative sample of the ballast material shall be taken from each 2,000 tons of ballast delivered to determine the material gradation. For each 10,000 tons or a fraction thereof of ballast delivered, an additional amount of material shall be obtained in order to perform the quality and soundness tests specified. Samples for material gradation, quality, and

soundness tests shall be taken in conformance with ASTM D 75. Test samples shall be reduced from field samples in conformance with ASTM C 702. Sample sizes shall be sufficient to provide the minimum sample sizes required by the designated test procedures. If any individual sample fails to meet the gradation requirement, placement shall be halted and immediate corrective action shall be taken to restore the specified gradation. If any individual sample fails to meet the specified quality and soundness requirements, placement shall be halted and immediate corrective action shall be taken to restore the specified quality.

3.12.2 Ballast Tests

3.12.2.1 Sieve Analyses

Sieve analyses shall be made in conformance with ASTM C 117 and ASTM C 136. Sieves shall conform to ASTM E 11.

3.12.2.2 Bulk Specific Gravity and Absorption

Bulk specific gravity and absorption tests shall be made in conformance with ASTM C 127.

3.12.2.3 Percentage of Clay Lumps and Friable Particles

The percentage of clay lumps and friable particles shall be determined in conformance with ASTM C 142.

3.12.2.4 Degradation Resistance

Resistance to degradation of materials shall be determined in conformance with ASTM C 131 and ASTM C 535. Materials with gradations having 100 percent passing the 1 inch sieve, shall be tested in conformance with ASTM C 131. Materials having gradations with particles larger than 1 inch shall be tested in conformance with ASTM C 535.

3.12.2.5 Soundness Test

Soundness tests shall be made in conformance with ASTM C 88.

3.12.2.6 Percentage of Flat or Elongated Particles

The percentage of flat or elongated particles shall be determined in conformance with ASTM D 4791.

3.12.3 Tie Inspection

The Contractor shall be responsible for the quality of the treated ties. Each tie shall be permanently marked or branded by the producer in accordance with AWP A M6. Each treated wood tie shall be inspected, in accordance with AWP A M2, for conformance with the specified AWP A standards. The 100 percent inspection shall be performed by an independent inspection agency approved by the Contracting Officer. Inspection shall be made at the wood treatment site. The agency's report of inspection shall accompany delivery of the ties. The Contractor shall core and check preservative treatment once per 1000 ties delivered to the construction site.

3.13 INSPECTION AND FIELD TESTING

Quality control inspection and field testing shall be performed by the

contractor.

3.13.1 Track

Inspection shall be performed to ensure that all the requirements of these specifications are met. Bolted joints shall be inspected for loose bolts and for smooth transitions between rails of different sections. Rail, tie plates, and ties shall be checked to ensure that the rail is properly seated and has full bearing on the tie plate and tie. Upon completion of construction, measurements of track gage, cross level, and alignment shall be taken and recorded at least once every 200 feet of track centerline length. A copy of these measurements shall be provided to the Contracting Officer.

3.13.2 Welded Joints - Visual Inspection

Quality control inspection and field testing shall be performed by a technician certified to meet ASNT CP-189 level II or III qualifications with a minimum of one year experience in testing rail for defects. Each welded joint shall be inspected by the Contractor in the presence of the Contracting Officer after removal of the mold and grinding of excess metal.

The Contractor shall pay particular attention to surface cracking, slag inclusion, gas pockets, and lack of fusion. The Contractor shall correct or replace, at no extra cost to the Government, any weld found defective. The method of correction shall be as approved by the Contracting Officer.

3.13.3 Electric Arc Welding Inspection

Electric arc welds shall be inspected to determine that the item welded conforms to the desired contour and contains no visible cracks or voids.

3.13.4 Thermite Weld Joints Testing

Each thermite weld joint shall be ultrasonically tested or dye tested following the visual inspection. The method of inspection and acceptance shall be in accordance with AWS D1.1/D1.1M. The Contractor shall correct or replace defective welds, at no additional cost to the Government. The method of correction shall be as approved by the Contracting Officer. Ultrasonic testing shall be performed by the Contractor after the rail has been installed in track. The testing will determine whether or not each weld meets the criteria of paragraphs Gap and Alignment, Weld Finishing and Tolerances, and Weld Quality. Welds made in the track which the Contracting Officer determines to be unacceptable shall be cut out of the rail and replaced by a section of new rail and two new welds. Saw cuts shall be made at least 6 inches from the centerline of the faulty weld. Replacement welds and replacement rails shall be at the sole expense of the Contractor. Replacement welds shall be renumbered as indicated. Replacement welds made in track shall be ultrasonically tested.

3.13.5 Electric Arc Weld Testing

The welds shall be visually inspected and the contours checked after completion and later tested by the ultrasonic method. The Contractor shall have the welds tested by the ultrasonic method. The testing will determine whether or not each weld meets the quality criteria. Defective welds will be removed and the item rewelded at the Contractors expense.

3.13.6 Omitted

3.13.7 Testing Relay Rail

3.13.7.1 Testing for Wear

Each relay rail shall be checked for wear by the Contractor's quality control representative in the presence of the Contracting Officer after the material is delivered to the construction site. The Contractor shall monitor the installation of track for defects in rail and joint bars being installed. Rail and joint bars that are found to be defective shall not be installed in track.

3.13.7.2 Testing for Defects

Upon completion of the track construction, the Contractor shall have the rail tested by ultrasonic methods. Ultrasonic testing shall be done by a contractor normally engaged in this type of testing with a minimum of 5 years of experience. The Contractor shall schedule a rail testing machine and notify the Contracting Officer of the type of machine and schedule. Contractor furnished rails which are found to have any detectable defect at that time shall be removed and replaced by the Contractor at no additional cost to the Government. Contractor furnished joint bars and compromise joint bars that are found to be cracked or broken shall be removed and replaced at no additional cost to the Government.

TABLE VII

RECORD OF ITEMS REPAIRED OR REBUILT BY THE
ELECTRIC ARC WELDING METHOD AND GRINDING

INSTALLATION _____		TURNOUT NUMBER _____			
(Circle)					
DATE _____	TIME _____	AM/PM	AIR TEMP _____	C*	WEATHER _____
ITEM REBUILT	DESCRIPTION	WEIGHT	LENGTH	LH RH	REINFORCED
Switch Point	[_____]	[_____]	[_____]	[_____]	[_____]
Frog	[_____]	[_____]	[_____]	[_____]	[_____]
Railroad Crossing	[_____]	[_____]	[_____]	[_____]	[_____]
Guard Rails	[_____]	[_____]	[_____]	[_____]	[_____]
Switch Point Protector	[_____]	[_____]	[_____]	[_____]	[_____]
Rail (Ends)	[_____]	[_____]	[_____]	[_____]	[_____]
Rail-Engine Burns	[_____]	[_____]	[_____]	[_____]	[_____]
[_____]	[_____]	[_____]	[_____]	[_____]	[_____]

*NOTE: Determination will be made to the nearest 1/2 degree.

RECORD OF FIELD WELD

INSTALLATION _____ WELD NUMBER _____

FINAL INSTALLED

LOCATION _____ TRACK _____
STATION _____ RAIL Left Right (Circle)DATE _____ TIME _____ AM
PM (Circle)AIR TEMPERATURE _____ F*. WEATHER _____
RAIL TEMPERATURE _____ F*. _____

WELD KIT MANUFACTURER _____

RAIL GAP

NEAREST 1/16 IN _____
RAIL CUT REQUIRED? YES NO (Circle)

BACK RAIL

MANUFACTURER _____ USED RAIL? YES NO (Circle)
YEAR/MONTH ROLLED _____ HEAT NUMBER _____

AHEAD RAIL

MANUFACTURER _____ USED RAIL? YES NO (Circle)
YEAR/MONTH ROLLED _____ HEAT NUMBER _____REMARKS _____

ULTRASONIC TEST DATE & RESULTS _____

KIT MFG. REPRESENTATIVE

PRESENT _____ WELDING FOREMAN _____
(Initial) (Signed)

CONTRACTING OFFICER'S

REPRESENTATIVE

PRESENT _____ RECORDER _____
(Initial) (Signed)_____
(Initial) RECORDER (Signed)-----
FOR GOVERNMENT USE ONLYULTRASONIC TEST DATE AND RESULTS _____

*NOTE: Determination will be made to the nearest 1/2 degree.

-- End of Section --